D. Hardeman & Wife to James B. Yellowley Deed

Received for Record 11th & Recorded 30th May 1839

This Indenture Made and entered into this Seventh day of May in the year Eighteen hundred and thirty Nine Between D. Hardeman and Sarah Ann Hardeman his Wife of the County of Washington and State of Mississippi of the one part, and James B. Yellowly of the County of Halifax and State of North Carolina of the Other part. Witnesseth that the said D. Hardeman and Sarah ann his Wife for and in Consideration of the Sum of Fifteen Hundred Dollars to them in hand paid by the said James B. Yellowley at and before the Sealing and delivery of these presents, the receipt thereof is hereby acknowledged have granted bargained sold conveyed and confirmed and by these presents do grant bargain Sell: Convey and Confirm unto the said James B. Yellowley his heirs and assigns forever the Undivided Moity or two thirds of all the following described tracts or parcels of Land. Viz Lot Number Four of Section Number One in township twelve North of Range Number four East Containing Seventy Eight and 90/100 Acres. Also the South West quarter of Section Eighteen in township twelve North of Range five East - Containing One hundred and fifty Nine and 48/100 Acres - Also the East half of the South East quarter of Section twenty four in township fourteen North of Range Seven East Containing Seventy One and 4/100 Acres. - Also the North West quarter of Section thirty in township Fourteen North of Range Eight East Containing One hundred and Sixty and 44/100 Acres: Also the South East quarter of Section Nine in township twelve North of Range five East Containing One hundred and Eighty and 24/100 Acres, the said Several tracts or parcels of Land being the same entered or Purchased Jointly by Edward B. & Meredith and D. Hardeman they being interested the former one third & the Latter two thirds in the same. and it being the Object of this Conveyance to Convey the interest of said Hardeman & Wife to said James B. Yellowley together With all and Singular the appurtenances - hereditaments and Advantages Whatsoever unto the two thirds of the above described premises belonging or in any Wise appertaining. To have and to hold the two thirds of the above granted bargained and described premises With the appurtenances unto the said James B. Yellowley his heirs & assigns forever, and the said D. Hardeman & Wife Sarah ann for themselves their heirs Executors and Administrators do Covenant. grant. promise and agree to and With the said James B. Yellowley his heirs and assigns that they the said D. Hardeman and Sarah ann his Wife & their Heirs the two thirds of the above described and hereby granted premises With the appurtenances unto the said James B. Yellowley and his Heirs and assigns against the said D. Hardeman and Sarah Ann his Wife & against all persons Lawfully or equitably Claiming or to Claim said premises or any part thereof hereby intended to be Conveyed. Shall and Will Warrant and by these presents forever defend -

In testimony Whereof the said D. Hardeman and Sarah ann Hardeman his Wife have hereunto set their Hands & affixed their Seals the day and Year above Written

D. Hardeman (Seal)

Sarah Ann Hardeman (Seal)

The State of Mississippi: Madison County } Personally appeared before me William D. Hart an Acting Justice of the Peace & Ex officio Notary Public in and for said County D. Hardeman & Sarah ann his Wife Who acknowledged Severally that they signed sealed and Delivered the foregoing deed for the purposes therein mentioned and the said Sarah ann Hardeman being examined Seperate and Apart from her said husband acknowledged that she signed the same Without Compulsion persuasion or the fear of Offending her said Husband. —

Given under my hand and Seal this 9th day of May 1839

Wm D Hart (Seal)

Ex officio Notary Public

George A Sharp
To
Mississippi Union Bank
} Mortgage

Received for Record 29th & recorded May 31st 1839
State of Mississippi } Mother Bank District
Madison County }

Whereas George A Sharp 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 times prescribed) at Canton in the County of Madison Subscribed for One Hundred and Sixteen Shares of One Hundred Dollars each Amounting to Eleven Thousand Six Hundred Dollars of the Stock of the Mississippi Union Bank Created and incorporated by an Act of the Legislature of said State Approved on the twenty first day of January in the Year Eighteen Hundred and Thirty Seven And reapproved on the fifth February 1838. for which said Sum of Eleven Thousand Six Hundred Dollars the said George A Sharp hath executed his Bond or Bill Single of even date with these presents payable to the said Mississippi Union Bank. And being desirous and disposed according to the provisions of the Eighth Section of said Original act of incorporation of said bank to secure the payment of the said bond for the Stock so Subscribed as aforesaid. that the payment of the Capital and Interest of Ten Millions Five Hundred Thousand Dollars of the Loan to be Obtained by Means of the Bonds of the State issued in Conformity with the fifth Section of said Original act of incorporation at the times the said bonds for that Sum shall severally fall due may thereby be Assured. And to secure the annual payment of Four percentum upon the principal and Seven per Centum Interest on the Loan he may receive from said Bank as Stockholder therein According to the provisions of the thirty first Section of the Original act of incorporation at such times and places as the same may be required. he the said George A. Sharp hath Offered and agreed to & by deed of Mortgage to the said Mississippi Union Bank the following described property. to wit The North West quarter of Section Number One Township Number Seven range Number One East Also the South East quarter of Section Thirty Six Township Eight of Range One East Containing in all Three Hundred and twenty three acres 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 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 George A Sharp 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 Therefore the said George A Sharp doth acknowledge himself Debtor to the Mississippi Union Bank in the said Sum of Eleven Thousand Six Hundred Dollars being the Amount of the Shares of the Stock of said Bank so Subscribed as aforesaid. of which he is to be Holder by Virtue of these presents the payment of which (in Order to secure the payments 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 George A Sharp 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 George A Sharp is specially desirous to secure as aforesaid. — Therefore this Indenture Made and entered into this Twenty Seventh day of May in the Year Eighteen Hundred and Thirty Nine by and between George A Sharp and Amanda Sharp 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 George A Sharp and Amanda Sharp 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 George A Sharp 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 George A Sharp do previously transfer said Stock and be discharged in the manner and form prescribed by the twenty Ninth Section of the Original act of incorporation and Sixth Section of the Act Supplemental thereto. And upon such payments or transfer and discharge as aforesaid then and thenceforth as well this present indenture and the Estate hereby granted Conveyed and Mortgaged as the bond aforesaid shall Cease determine and become Absolutely Null and Void 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 George A Sharp that there is no judgment against him (or if there be any stating the amount) and that there was none known to him against those under whom he Claims at the date of their Conveyance to him respectively. — And upon the production also of the affadavit 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 Ninehundred and Sixteen 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 Judgment or Conveyance should be successfully asserted thereto then the present Mortgagor shall be bound as he doth hereby bind himself to furnish Other unencumbered property of sufficient amount and to execute therein a Mortgage to the satisfaction of the Board of Directors of the said Mississippi Union Bank within such reasonable time as the said Board of Directors may prescribe. — The said Mortgagor also agreeing that if the whole amount of the Bond for the said Stock or any part thereof or the whole amount of the Loan he may receive as Stockholder as aforesaid or any part thereof shall not be punctually paid at such times and places as the same may respectively become due and payment thereof be required according to the true intent and meaning of the said Original act of incorporation and the Act Supplemental thereto. then this present Mortgage and the sums of money hereby secured. by virtue of the twenty Sixth Section of the said Original act of incorporation shall bear ten per Centum Interest per annum after maturity if not

punctually paid, And the said Mississippi Union Bank may and shall have the right to Cause the said property Mortgaged as aforesaid in whose hands soever the same may be found or a sufficient quantity thereof to be seized and sold to Obtain the payment of any sum or sums of money which the said Mortgagor may Owe as stockholder either on said Stock or on said privileged Loan According to the Laws of this State and to the true intent of the said Original Act of incorporation Upon due public notice thereof. — 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 George A Sharp and Amanda Sharp his Wife have hereunto set their hands and seals on this 27th day of May in the Year of our Lord Eighteen Hundred and Thirty nine.

George his mark A Sharp (Seal)
Amanda Sharp (Seal)

State of Mississippi } ss
Madison County } Personally appeared before me Gideon Bass Esquire an acting Justice of the peace of said County the within or above named George A Sharp 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 28th day of May A.D. 1839

(Seal)
Gideon Bass J.P.

State of Mississippi. Madison County ss
I. Gideon Bass an acting Justice of the Peace in and for said County do hereby Certify that Mistress Amanda Sharp 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 28 day of May in the Year of our Lord One thousand Eight Hundred and thirty nine

Gideon Bass J.P. (Seal)

James Brown
To
Mortgage
Mississippi Union Bank

Received for Record May 28 and Recorded May 31st 1839
State of Mississippi
Madison County } Mathew Bunt District

Whereas James Brown 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 Three Hundred & forty Shares of One Hundred dollars each amounting to thirty 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 reapproved on the fifth February 1838. for which said Sum of thirty four Thousand dollars the said James Brown hath executed his Bond or Bill single of even date with these presents payable to the said Mississippi Union Bank and being therein and thereon according to the provisions of the Eighth section of said Original act of incorporation of said bank to secure the payment of the said Bond for the Stock so subscribed as aforesaid that the payment of the Capital and Interest of Ten Millions Five Hundred Thousand dollars of the 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 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 time and places as the same May be required he the said James P Brown hath Offered and agreed to Convey by deed of Mortgage to the said Mississippi Union Bank the following described property to Wit: The North East quarter of Section Number twenty nine. the West half of the South East quarter of Section Number twenty Nine the West half of the South west quarter of Section Number thirty three. The East half of the South West quarter of Section Number thirty three. the West half of the North West quarter of Section Number Nineteen all in township Nine Range two East. Also the East half of Section Number twenty two. And the East half of the North West quarter of Section Number twenty two in township Nine range One East Containing in all Eight Hundred and Seventy Eight 12/100 Acres More or Less Also the following Negro Slaves to Wit

aged twenty three Years Jim aged fifty Years. John Aged twenty Years Willis aged twenty One Years Jackey Aged twenty three Years Pleasant aged Forty Nine Years Sally aged fifty Years — Mary Aged twenty five Years Lucy Aged twenty Years Hannah aged thirty three Years Little ann aged Fourteen Years. 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 P Brown 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. — Therefore the said James P Brown doth acknowledge himself Debtor to the Mississippi Union Bank in the said Sum of Thirty 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 James P Brown 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 Brown is specially desirous to Secure as aforesaid Therefore This Indenture Made and entered into this twenty Eighth day of May in the Year Eighteen Hundred and thirty Nine by and between the said James P Brown and Mary Jane P Brown 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 P Brown and Mary Jane P Brown his wife for and in consideration of the premises before recited and of the further Consideration of One Hundred Dollars to them in hand paid and to secure the payment aforesaid do hereby Grant Bargain Sell Convey and Mortgage and by these presents have granted Bargained Sold Conveyed and Mortgaged Unto the said Mississippi Union Bank all and Singular the above described property. To have and to Hold the said above described property Unto the said Mississippi Union Bank Until the Bonds of the State for said Sum of Ten Millions five Hundred thousand Dollars issued in Conformity With the fifth and 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 Brown 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 James P Brown do previously transfer said Stock and be discharged in the Manner and form prescribed by the twenty Ninth Section of the Original Act of incorporation and Sixth Section of the Act Supplemental thereto — And upon Such 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 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 James Brown that there is no Judgment against him (or if there be any stating the amount) and that there was none known to him, against those under whom he claims at the date of their conveyance to him respectively — And upon the production also of the affidavit of the said Mortgagor that there is no Judgment against him unsatisfied either upon Original suit or by forfeiture of delivery bond or Otherwise in any Court of the State or of the United States (or if there be any stating its amount) then the said Mortgagor shall be the lawful Owner of three hundred & 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 faculties advantages and profits to which the Stockholders of the said Bank are entitled according to the true intent and meaning of the said Original act of incorporation and of the act Supplemental thereto as aforesaid. — It is also hereby expressly understood and agreed that in case hereafter the right title or titles through which the present Mortgagor derives the above described property should be deemed insufficient on account of some defect therein or if any claim either by Judgment or Conveyance should be successfully asserted thereto then the present Mortgagor shall be bound as he doth hereby bind himself to furnish Other unincumbered property of sufficient amount and to execute therein 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 sum 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 privilege 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 James Brown and Mary Jane Brown his wife have hereunto set their hands and seals on this twenty Eighth day of May in the year of our Lord Eighteen Hundred and thirty nine

James Brown (L.S.)
Mary Jane Brown (L.S.)

State of Mississippi } ss.
Madison County } Personally appeared before me John T Cameron Clerk of the Probate Court of said County the within or above named James Brown 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 of office at Canton this 28th day of May AD 1839

(Seal) John T. Cameron Clerk

State of Mississippi Madison County ss

I. John T. Cameron Clerk of the Probate Court of said County do hereby Certify that Mathew Mary Jane Brown Wife of the Grantor in the foregoing deed of Mortgage whose name is also signed thereto this day personally appeared before me and on a private examination apart from her Husband acknowledged that she signed sealed and delivered the same as her Voluntary act and deed. Freely without any fear threats or Compulsion of her said Husband

Given under my hand and Seal of Office at Canton this 28th day of May in the Year of our Lord One thousand Eight Hundred and Thirty nine

(Seal) John T. Cameron Clerk

Daniel Mathenay
To
Mortgage
Mississippi Union Bank

Received for Record May 30th and recorded May 31st 1839
State of Mississippi } Mothers Band District
Madison County }

Whereas Daniel Mathenay a Citizen of said State residing in the County aforesaid (being an Owner of real Estate situated in the State of Mississippi) on the 21st day of August in the Year Eighteen Hundred and thirty Eight (being within the time prescribed at Canton in the County of Madison subscribed for forty three Shares of One Hundred Dollars each Amounting to Four thousand three Hundred Dollars of the Stock of the Mississippi Union Bank Created and incorporated by an act of the legislature of said State approved on the twenty first day of January in the Year Eighteen Hundred and thirty Seven and reapproved on the fifth February 1838 for which said Sum of Four thousand three Hundred Dollars the said Daniel Mathenay hath executed his Bond or Bill single of even date with these presents payable to the said Mississippi Union Bank and being desirous and disposed according to the provisions of the Eighth section of said Original act of incorporation of said bank to secure the payment of the said Bond for the Stock so subscribed as aforesaid. that the payment of the Capital and Interest of Ten Millions Five Hundred Thousand Dollars of the Loan to be Obtained by means of the Bonds of the State issued in Conformity with the fifth section of said Original Act of incorporation at the times the said bonds for that Sum shall severally fall due may thereby be assured. and to secure the annual payment of Four per Centum upon the principal and seven per Centum Interest on the Loan he may receive from said Bank as Stockholder therein according to the provisions of the thirty first section of the Original act of Incorporation at such times and places as the same may be required he the said Daniel Mathenay hath offered and agreed to Convey by deed of Mortgage to the said Mississippi Union Bank the following described property. to Wit. The Northwest quarter of section Number twenty Eight in township Number Ten of range Number three East Containing One hundred and Fifty three 153 100 Acres of Land Situate and now being in the County of Madison. which said property the Board of directors of the said Mississippi Union Bank have as is hereby acknowledged deemed sufficient and at least for the present equal to the above mentioned number of Shares of the Stock so subscribed as aforesaid. which after the recording of these presents shall belong to the said Daniel Mathenay 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 Daniel Mathenay doth acknowledge himself debtor to the Mississippi Union Bank in the said Sum of Four thousand three Hundred Dollars being the Amount of the Shares of the Stock of said Bank so subscribed as aforesaid of which he is to be holden by Virtue of these presents they payment of which (in Order to secure the payment of the Capital and Interest of Ten Millions Five Hundred Thousand Dollars of the Bonds of the State as aforesaid) and of the Loan which the said Daniel Mathenay shall or may Obtain from the said Bank

as aforesaid at such times and in such proportions as the said Bank in conformity with said Original Act of incorporation may require the said Daniel Matheny is specially desirous to secure as aforesaid.— Therefore this Indenture made and entered into this twenty ninth day of May in the Year Eighteen Hundred and Thirty nine by and between the said Daniel Matheny and Mary Matheny his Wife Citizens of the State of Mississippi and residing in the County of Madison aforesaid of the One part. And the Mississippi Union Bank created and incorporated by the Legislature of said State of the Other part. — Witnesseth that the said Daniel Matheny and Mary Matheny 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 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 the Original act of incorporation with the Interest thereon shall be paid off and redeemed by the said Mississippi Union Bank and Until the said Daniel Matheny 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 Daniel Matheny do previously transfer said Stock and be discharged in the manner and form prescribed by the twenty ninth section of the Original act of incorporation and sixth section of the act Supplemental thereto — And upon such 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 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 incumbrances 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 Daniel Matheney that there is no Judgment against him (or if there be any stating the Amount) and that there was none known to him against those under whom he claims at the date of their Conveyance to him respectively — And upon the production also of the affadavit 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 Forty 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 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 the Act Supplemental thereto as aforesaid

It is also hereby expressly understood and agreed that in case hereafter the right title or titles through which the present Mortgagor derives the above described property should be deemed insufficient on account of some defect therein or if any claim either by Judgment or Conveyance should be successfully asserted thereto then the present Mortgagor shall be bound as he doth hereby bind

himself to furnish Other Unincumbered property of Sufficient Amount and to execute thereon a Mortgage to the Satisfaction of the Board of Directors of the Said Mississippi Union Bank Within Such Reasonable time as the Said Board of Directors May Prescribe.

The Said Mortgagor also agreeing that if the Whole Amount of the Bond for the Said Stock or any part thereof or the Whole Amount of the loan he may receive as Stockholder as aforesaid or any part thereof shall not be punctually paid at Such times and places as the Same may respectively become due and payment thereof be required According to the true intent and meaning of the Said Original act of incorporation and the act Supplemental thereto then this present Mortgage And the Sums of Money hereby Secured by Virtue of the twenty South 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 Daniel Matheny and Mary Matheny his Wife have hereunto Set their Hands and Seals on this 29th day of May in the Year of our Lord Eighteen Hundred and Thirty Nine

Attest —

James Richards

Daniel Matheny (L.S.)

Mary her × Mark Matheny (L.S.)

State of Mississippi } ss
Madison County }

Personally appeared before me Eli Nichols Esquire an acting Member of the board of Police in and for Said County the Within or Above Named Daniel Matheny 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 29th day of May A. D. 1839

Eli Nichols Member B. P. M. C.

State of Mississippi Madison County ss

I Eli Nichols an acting Member of the board of Police for Said County do hereby Certify that Mistress Mary Matheny Wife of the Grantor in the foregoing deed of Mortgage Whose Name is also Signed thereto this day personally appeared before me and on a private examination apart from her husband Acknowledged that she Signed Sealed and delivered the Same as her Voluntary act and deed Freely Without any fear threats or Compulsion of her Said Husband

Given Under My hand and Seal this twenty ninth day of May in the Year of our Lord One thousand Eight Hundred and Thirty Nine

Eli Nichols Member B. P. M. C.

William J. Denson
To
Mississippi Union Bank

Mortgage

Received for Record 30th and Recorded 31st May 1839
State of Mississippi } Mother Bank District
Madison County }

Whereas William J. Denson a Citizen of said State residing in the county aforesaid (being an Owner of Real Estate situated in the State of Mississippi) on the thirty day of October in the Year Eighteen Hundred and thirty Eight (being within the time prescribed) at Jackson in the County of Hinds Subscribed for Four Hundred Shares of One Hundred Dollars each Amounting to Forty Thousand Dollars of the Stock of the Mississippi Union Bank created and incorporated by an act of the legislature of said State approved on the twenty first day of January in the Year Eighteen Hundred and thirty Seven and reapproved on the fifth February 1838. for which said Sum of Forty Thousand Dollars the said William J. Denson hath executed his Bond or Bill Single of even date with these presents payable to the said Mississippi Union Bank, And being desirous and disposed according to the provisions of the Eighth Section of said Original act of incorporation of said Bank to secure the payment of the said Bond for the Stock so Subscribed as aforesaid that the payment of the Capital and Interest of Ten Millions Five Hundred Thousand Dollars of the 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 Four per Centum upon the principal and Seven per Centum Interest on the Loans he may receive from said Bank as Stockholder therein according to the provisions of the thirty first Section of the Original act of incorporation at such times and places as the same may be required he the said William J. Denson hath Offered and agreed to Convey by deed of Mortgage to the said Mississippi Union Bank the following described Property – to Wit – The North East quarter of Section Nineteen Township Eight Range One West – The West half of Section Nineteen township Eight Range One West – The North west quarter of Section thirty township Eight Range One West – the North East quarter of Section twenty four Township Eight Range two West – The South East quarter Section twenty four Township Eight Range two West – the North East quarter of Section Twenty five Township Eight Range two West – The West half of the South West quarter Section twenty five Township Eight Range two West – South half East half of South west quarter of Section Twenty four Township Eight Range two West – East half North west quarter of Section twenty four Township Eight Range two West – West half Northwest quarter Section twenty four Township Eight Range two West – South half of the East half North East quarter Section twenty three Township Eight Range two West. Containing in all Fourteen Hundred and forty acres of land more or less Also the following Negro Slaves Viz Valentine and Wife Susan Sud and his Wife Francis. Ransom and Sister Lucinda – Rhoda – Hal and his Wife Ann – And the increase of the females thereof – 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 William J. Denson 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 William J. Denson doth acknowledge himself debtor to the Mississippi Union Bank in the said Sum of Forty 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 loans which the said William J. Denson 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 William J. Denson is specially desirous to secure as aforesaid – Therefore This Indenture Made and entered into this twenty fifth day of May in the Year Eighteen Hundred and thirty Nine by and between William J. Denson and Louisianna Denson 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 William J. Denson and Louisianna Denson his Wife for and in Consideration of the premises before recited and of the further consideration of one hundred Dollars to them in hand paid and to secure the payments aforesaid they hereby grant bargain Sell. Convey and Mortgage and by these presents hath 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 Sew Millions Five Hundred Thousand Dollars is new 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 William J. Denson shall have paid the Amount of said Bond executed to the said Mississippi Union Bank for the Amount of said Shares as aforesaid. and also Until he shall have paid the privileges 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 William J. Denson do previously transfer said Stock. and be discharged in the Manner and form prescribed by the twenty ninth Section of the Original act of incorporation and Sixth Section of the Act Supplemental thereto — And upon such payments or transfer and discharge as aforesaid then and thenceforth as Well this present Indenture and the Estate hereby Granted. Conveyed and Mortgaged as the bond aforesaid shall Cease. determine. And become Absolutely Null and Void 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 encumbrance Whatever upon the aforesaid property has been Recorded or delivered for record — And upon the production of the Certificate of the Clerk of the Circuit Court of the County of the Residence of the said William J. Denson that there is no Judgment against him (or if there be any Stating the Amount) and that there was None Known to him against those under Whom he Claims at the date of their Conveyance to him respectively — And upon the production also of the affadavit 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 Four 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 Judgment or Conveyance should be Successfully asserted thereto then the present Mortgagor shall be bound as he doth hereby bind himself to furnish Other Unincumbered property of Sufficient Amount and to execute thereon a Mortgage to the Satisfaction of the Board of Directors of the said Mississippi Union Bank Within such reasonable time as the said Board of Directors may prescribe. —

The said Mortgagor also agreeing that if the Whole Amount of the bond for the said Stock or any part thereof or the Whole Amount of the Loan he may receive as Stockholder as aforesaid or any part thereof shall not be punctually paid at Such times and places as the Same may —

respectively become due and payment thereof be required according to the true intent and meaning of the said Original act of incorporation and the act supplemental thereto, then this present Mortgage and the sums of money hereby secured by virtue of the twenty sixth section of the said Original act of incorporation shall bear ten per centum interest per annum after maturity if not punctually paid and the said Mississippi Union Bank may and shall have the right to cause the said property mortgaged as aforesaid in whose hands soever the same may be found or a sufficient quantity thereof to be seized and sold to obtain the payment of any sum or sums of money which the said mortgagor may owe as stockholder either on said stock or on said privileged loan according to the laws of this state and to the true intent of the said original act of incorporation upon due public notice thereof. — 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 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 William J. Denson and Louisanna C. Denson his wife hath hereunto set their hands and seals on this 25 day of May in the year of our Lord Eighteen Hundred and Thirty Nine

William J. Denson (L.S.)
Louisanna Denson (L.S.)

State of Mississippi } ss
Madison County } Personally appeared before me H. A. Foster Esquire an acting Justice of the peace in & for said County the within or above named William J. Denson 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 25th day of May A.D. 1839

H. A. Foster J.P. (Seal)

State of Mississippi Madison County ss
I Henry A. Foster an acting Justice of the peace in and for said County of Madison do hereby certify that Mistress Louisanna Denson 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 25th day of May in the year of our Lord One Thousand Eight Hundred and thirty Nine

H. A. Foster J.P. (Seal)

Edmiston Harrold
Obligation
William E. Harrold } Received for Record 24th May & Recorded 1st June 1839

Whereas William E. Harrold and myself are the joint and equal owners of the following described tract or parcel of land situate lying and being in the County of Madison and State of Mississippi to wit, the North West quarter, and the East half of South East quarter of section Eighteen — the East half of the North East quarter, and the East half of the South East quarter of section Nineteen. The West half of section twenty — and the West half of the South West quarter of section seventeen in Township Nine Range Two East, in the District of Choctaw. Containing Eight hundred acres. And whereas also the said William E. Harrold has subscribed for stock in the Mississippi Union Bank, and is desirous of mortgaging his undivided half of said land to said Bank. Now in consideration of the premises and also in consideration of the sum of One hundred dollars to me in hand paid by the said William E. Harrold I do hereby covenant and agree with the said William E. Harrold that I will not under any circumstances whatever sue for a division of the above

described lands, without first procuring the Consent of the Board of Directors of said Bank during the existence or Continuance of said Mortgage.

In testimony Whereof I have hereby set My hand and seal on this 21st day of May A.D. 1839

Attest Wm. E. Cox — Edmuston Harrell (Seal)

The State of Mississippi } Personally appeared before me John T. Cameron Clerk of
Madison County ss } the Probate Court of said County William E. Cox the Subscribing Witness to the foregoing instrument, who being duly sworn deposed and said that he saw Edmuston Harrell whose name is subscribed thereto sign seal and deliver the same on the day and year therein Mentioned, that he this deponent subscribed the his name as a Witness thereto in presence of said Edmuston Harrell on the day and year aforesaid

Given under My hand and seal of Office at Canton this 24th day of May A.D. 1839

John T. Cameron Clerk

John Montgomery & Wife } Received for Record May 27 and Recorded June 1st 1839
To } Deed
James Brown

This Indenture Made and entered into the twenty third day of May in the Year of our Lord One Thousand Eight Hundred and Thirty Nine between John Montgomery and Sarah Montgomery his Wife of the County of Madison and State of Mississippi of the One part and James Brown of the County and State aforesaid of the Other part Witnesseth that the said John Montgomery and Sarah Montgomery his Wife hath for and in Consideration of the Sum of Twelve Thousand Dollars to them in hand paid the receipt Whereof is hereby Acknowledged hath Granted bargained Sold Aliened and Confirmed and by these presents, do Grant bargain Sell Alien and Confirm unto the said James Brown his heirs &c forever the following lots tracts or parcels of land lying and being in the said County of Madison and Known and designated in the plot of General Survey as the West half of the South west quarter of Section thirty three – East half of the South west quarter of Section thirty two – West half of the South East quarter of Section twenty Nine and the North East quarter of Section twenty Nine all in Township Nine Range two East Containing all together about three Hundred and Ninety Nine Acres and forty three Hundredth of an acre – To have and to hold the aforesaid lots tracts or parcel of land as above described With all and singular the appurtenances thereunto belonging or in any wise appertaining unto the said James Brown his heirs and assigns &c forever And the said John Montgomery and Sarah Montgomery his Wife doth for themselves their Heirs and assigns &c covenant and agree to and With the said James Brown his heirs and assigns &c to Warrant and defend the title of the aforesaid lots tracts or parcels of Land as above described from themselve their and assigns &c. and from all and every Other person or persons claim or Claims Whatsoever Unto the said James Brown his heirs and assigns &c forever

In Testimony Whereof the said John Montgomery and Sarah Montgomery have hereunto set their hands and seals the day and Year first Above Written

Test — John Montgomery (Seal)
Sarah Montgomery (Seal)

The State of Mississippi } Personally appeared before me John T. Cameron Clerk of the
Madison County } Probate Court of said County the above named John Montgomery Who acknowledged that he signed sealed and delivered the foregoing deed on the day and Year therein Mentioned as his Act and deed for the purposes therein specified

Given under My hand and seal of Office at Canton this 23d day of May A.D. 1839

John T. Cameron Clerk

(Seal)

State of Mississippi } Personally appeared before me J. S. Salmon an Acting Justice of the
Madison County } peace in and for said County Sarah Montgomery Wife of John Montgomery
and being examined seperate from her said husband Acknowledged that she did now sealed
and delivered the foregoing deed freely and Voluntarily without the threats or compulsions
of her husband as her act and deed and for the purposes therein mentioned

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

Test-
P. D. Ewing

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

D. G. Moore } Received for Record May 27th and recorded June 1st 1839
To } Deed
John Lipscomb }

This Indenture Made & entered into this 1st day of March A. D. 1834 between
D. G. Moore of the One part & John Lipscomb of the second part all of Madison & State of Miss.
Witnesseth that the said Moore for & in Consideration of three Hundred & thirty three dollars
to him in hand paid by said Lipscomb the receipt Whereof is hereby acknowledged & the said
Lipscomb his executors & administrators forever released & discharged therefrom by these presents
hath Granted Bargained Sold Conveyed & Confirmed unto said Lipscomb his heirs and
assigns forever a Certain quater Section of Land being the North west quarter of Section
Eighteen of Township Eight of Range One West being part of the entry made by Malachi
Hagan & Sold at his Sale estimated at One hundred & Sixty Acres be the same more
or less With all the appurtenances hereditaments privileges & advantages belonging or
in any Wise Appertaining to the above described lands either at Law or in equity of
him the said Moore of in & to the same unto the said Lipscomb his heirs & assigns forever
& the said Moore his heirs and executors or Administrators doth Covenant grant promise
& agree to & With the said Lipscomb his heirs and assigns against the said Moore his
heirs & all Other persons Claiming the same lands or any part by from or Under him therein or
any of them do by these presents forever Convey & release to said Lipscomb the above described
lands

D. G. Moore

State of Miss } This day personally Came D. G. Moore before me Edward Smith
Madison County } one of the Justices of the Peace in & for the above Mentioned
County & Acknowledged that he signed sealed & Delivered the above described deed
for the purpose therein specified

Edward Smith (Seal)

Wm. Smith & Wife } Received for Record May 15th and Recorded June 1st 1839
To } Deed
James H. Denson }

This Indenture Made and entered into this the Fourteenth day of
May A. D. One Thousand Eight Hundred and Thirty nine between William Smith and
Margaret Smith his Wife of the County of Madison and State of Mississippi of the one
part and James H. Denson of the County and State aforesaid of the Other part Witnesseth
that for and in Consideration of the Sum of Seven Hundred and Forty dollars to them in
hand paid to the said William Smith and Margaret Smith his Wife of the County and
State aforesaid the receipt Whereof is hereby acknowledged. the said William Smith
and Margaret Smith his Wife have this day Bargained Sold Alienated Conveyed and
Confirmed and by these presents do Sell Alienate Convey and Confirm unto the said James
H Denson of the County and State aforesaid a certain tract or Parcel of land being and lying
in the County of Madison and the District of Choctaw and State aforesaid known & Designated
as follows (Viz) The West half of the South East quarter of Section Thirty Six and township
Eight and of Range two West Containing Eighty Acres More or less together With all the
privileges and appurtenances to the said described tract of land in anywise appertaining
and belonging thereto. To have and to hold the above granted premises to the said James
H. Denson his heirs and assigns forever to him and his heirs executors and

Administrators We the Said William Smith and Margaret Smith his Wife do Covenant and agree for ourselves our heirs Executors and Administrators With the Said James H Denson his heirs and assigns that We are lawfully Seized in fee of the Above described premises that they are free from any incumbrance Whatever. that We have good right to Sell and Convey the Same to the Said James H Denson aforesaid. And that We Will and our heirs executors and Administrators Shall Warrant and defend the Same to the Said James H. Denson his heirs and assigns forever against the Lawful claims of all persons What soever. —

In Testimony Whereof We have hereunto set our Hands and affixed our Seals the day and Year above Mentioned

Wm Smith (Seal)
Margaret Smith (Seal)

State of Mississippi } Personally appeared before me William Varnell a Justice of the
Madison County } peace in and for said County the Above Named William Smith and Margaret Smith Who acknowledged they Signed Sealed and Delivered the Within deed on the day and Year therein Mentioned as their act and deed and on a private examination Seperate and apart from and out of the hearing of her husband the above Named Margaret Smith Acknowledged that She Signed Sealed and Delivered the Within deed Voluntarily Without any fear of ill usage threats or Compulsion of her Husband or fear of his displeasure — Given under My hand and Seal this 14th day of May Eighteen Hundred and Thirty Nine

Wm Varnell (J.P.)

J. H. Rawlings } Received for Record May 15 Book Recorded June 1st 1839
to } State of Mississippi }
J H Denson } Madison County } This Indenture Made and entered into this the 24th day of August One Thousand Eight Hundred and Thirty Eight between Joshua H Rawlings and Sarah S. Rawlings his Wife of the One part and James H. Denson and Joseph M King of the Other part all of the County and State aforesaid Witnesseth that the Said Joshua H Rawlings and Sarah S. Rawlings his Wife for and in Consideration of the Sum of Two Thousand Seven Hundred Dollars to them in hand paid the receipt Whereof is hereby Acknowledged do by these presents give Grant bargain Sell and Convey unto the Said James H. Denson and Joseph M. King their Heirs and assigns forever. the following described Tract of Land (Viz) The undivided half of the West half of the Southwest quarter of Section thirty Six Township Nine and range two West Containing Eighty Acres More or Less & the South half of the West half of the North West West quarter of Section Thirty Six and Township Nine and range two West and the North half of the East half of the South East quarter of Section thirty five and Township Nine and range two West. The Whole Containing One hundred and Sixty Acres More or less. lying and being in the District of Choctaw — Also the West half of the North East quarter of Section One and Township Eight and range two West and the South half of the East half of the North West quarter of Section One & Township Eight and range two West — also the North half of the West half of the South East quarter of Section Number Thirty five and Township Nine and range Number two West the Whole Containing One Hundred and Sixty Acres More or less lying and being in the District of Choctaw together With all the privileges and Appurtenances to the Said described tract of land in any wise appertaining and belonging thereto — To have and to Hold the above Granted premises to the Said James H. Denson and Joseph M. King their heirs and assigns forever to them and their use behoof forever and We the Said Joshua H. Rawlings and Sarah S. Rawlings his Wife for Ourselves our heirs executors and Administrators do Covenant With the Said James H Denson and Joseph M King their heirs and assigns that We are lawfully Seized in fee of the above granted premises. that they are free from any incumbrance Whatsoever that We have good right to Sell and convey the Same to the Said James H. Denson and

Joseph M. King the aforesaid and that we Will and our heirs and Executors and Administrators shall Warrant and defend the same to the said James H. Denson and Joseph M. King their heirs and assigns forever against the lawful demands of all persons — In Testimony Whereof we have hereunto set our Hands and affixed our Seals the day and Year above Mentioned

J. H. Rawlings (Seal)
Sarah S. Rawlings (Seal)

Signed in the presence of }

Interlined on the second line the Word Eight being defaced and the figures 24th month before the acknowledgment of this deed. —

State of Mississippi } Personally appeared before me Wm Varnell a Justice of the
Madison County } Peace in and for said County the Within named Joshua H. Rawlings Who acknowledged that he signed sealed and delivered the Within deed on the day and Year therein Mentioned as his act and deed. And on a private examination Seperate and Apart from her husband the Within named Sarah S. Rawlings acknowledged that she signed Sealed and delivered the Within deed as her Voluntary act and deed freely Without any fear threats or Compulsion of her Husband — Given Under My hand and Seal this the 14th day of May One Thousand Eight Hundred and thirty nine

Wm Varnell (Seal)
Justice of the Peace

William Denson & Wife } Received for Record May 15 and Recorded June 1st 1839
To } Deed
James H. Denson } This Indenture made the day of in the Year of our Lord one Thousand Eight Hundred and thirty five between William Denson and Mary Denson his Wife of the One part and James H. Denson of the Other part all of the County of Madison and State of Mississippi. Witnesseth that the said William Denson and Mary Denson his Wife for and in Consideration of the Sum of Seven thousand two Hundred dollars to them in hand paid by the said James H. Denson at or before the sealing and delivery of these presents the receipt Whereof is hereby acknowledged and the said William Denson and Mary Denson his Wife their heirs Executors and Administrators forever release and discharge therefrom by these presents have Granted Bargained Sold Conveyed and Confirmed and by these presents do grant. Bargain Sell Convey and Confirm Unto the said James H. Denson his heirs and assigns forever the following tracts or parcels of land (Viz) The East half of the South west quarter of Section thirty One Township Eight Range One West — West half of the South East quarter of Section thirty One Township Eight Range One West — The East half of the South East quarter of Section thirty Six of Township Eight Range two West — And the West half of the North East quarter of Section thirty One Township Eight Range One West — excepting twenty two Acres of the North end of said Eight being deeded to Caleb Reed and Thomas Reed and Martha S. Reed the Wife of said Caleb Reed by the above Named William Denson & Mary Denson his Wife The South quarter of the East half of the North West quarter of Section thirty one Township Eight Range One West Containing twenty two Acres more or less as deeded by Caleb Reed and Thomas Reed and Martha S. Reed the Wife of Caleb Reed to the said William Denson and Mary Denson his Wife — The South half of the East half of the North East quarter of Section thirty One Township Eight Range One West — The Whole Containing — According to the United States Survey Three Hundred and fifty Eight 74/100 of an Acre be the Same more or less. together With all and singular the appertainances 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 Claims Whatsoever either at Law or in equity of us the said William Denson and Mary Denson his Wife of in and to the Same. To have and to hold the above granted bargained and described premises With the appertainances Unto the said James H. Denson his heirs and assigns forever and the said William Denson and Mary Denson his Wife their

heirs executors and administrators do covenant grant promise and agree to and with the said James H. Denson his heirs and assigns that the said William Denson and Mary Denson his wife and their heirs the above described and hereby granted premises and every part thereof with the appertainances unto the said James H. Denson and his heirs and assigns against the said William Denson and Mary Denson his wife and against all persons lawful and equitable claiming or to claim said premises or any part thereof by from or under him them or any of them shall and will warrant and by these presents forever defend. —

In Witness whereof the said William Denson and Mary Denson his wife have hereunto set their hands and seals the day and year above mentioned

Signed and acknowledg^d before
William J. Denson
Azariah Moss

Willm Denson (Seal)
Mary Denson (Seal)

State of Mississippi } Personally appeared before me Wm. Varnell a
Madison County } Justice of the Peace in and for said county the within named William Denson who acknowledged that he signed sealed and delivered the within deed on the day and date therein mentioned as his act and deed. and on a private examination seperate and apart from her husband the within named Mary Denson acknowledged that she signed sealed and delivered the within deed as her voluntary act and deed freely without any fear threats or compulsion from her husband —

Given under my hand and seal this the 14th day of May One Thousand eight Hundred and thirty Nine

Wm Varnell (Seal)
J^s Justice of the Peace

J. H Denson } Received for Record May 15 and Recorded June 1st 1839
To } Deed } State of Mississippi }
J. H Rawlings } Madison County } This Indenture Made and entered into this the 24th day of August One Thousand Eight Hundred and Thirty Eight between James H. Denson and Semima C. Denson his wife of the One part and Joshua H Rawlings of the Other part all of the State and County aforesaid. Witnesseth that the said James H. Denson and Semima C. Denson his wife for and in Consideration of the Sum of Nine Hundred Dollars to them in hand paid the receipt whereof is hereby acknowledged do by these presents give grant bargain sell and convey unto the said Joshua H. Rawlings his heirs and assigns forever. the following described tract or parcel of land. being and lying in the State and County aforesaid (Viz) the undivided half of the West half of the North west quarter of Section Two Township Eight and range Number two West and the South half of the East ½ of the North West quarter of Section Number two and Township Number Eight and range Number two West the whole containing One Hundred and Twenty Acres More or less. together with all the privileges and appertenances to the said described tract of land in any wise appertaining and belonging thereto. —

To have and to hold the above granted premises to the said Joshua H Rawlings his heirs and assigns forever to his and their use behoof forever and We the said James H Denson and Semima C Denson his wife for ourselves our heirs executors and administrators do covenant with the said Joshua H Rawlings his heirs and assigns that we are lawfully seized in fee of the aforegranted premises that they are free from all incumberences whatsoever that we have good right to sell and convey the same to the said Joshua H. Rawlings aforesaid and that we will and our heirs executors and administrators shall warrant and defend the same to the said Joshua H Rawlings his heirs and assigns forever against the lawfull demands of all persons — In Testimony whereof we have hereunto set our hands and affixed our seals the day and date above mentioned

Signed in presence of }

James H. Denson (Seal)
Semima C. Denson (Seal)

Interlined on the second line the Word Eight being defaced and figures 24th inserted before the acknowledgement of this deed. —

State of Mississippi } Personally appeared before me William Varnell a Justice of the peace
Madison County } in and for said County the Within named James H Denson and Semina C. Denson his Wife Whose name appears to the Within deed Who acknowledged that they signed Sealed and delivered the Within deed on the day and Year therein mentioned as their act and deed And on a private examination Seperate and apart from her husband the Within named Semina C Denson acknowledged that she signed Sealed and delivered the Within deed as her Voluntary act and deed freely Without any Compulsion fear or threats of her husband. —

Given Under My hand and Seal this the 14th day of May One Thousand Eight Hundred and Thirty Nine

Wm Varnell (Seal)
Justice of the Peace

J. H. Rawlings & Wife } Received for Record May 15th and Recorded June 1st 1839
To } Deed
James H. Denson Guar } This Indenture Made and entered into this the day of August One Thousand Eight Hundred and Thirty Eight between Joshua H Rawlings and Sarah S Rawlings his Wife of the One part - and James H Denson Guardian of the Minor heirs of William H. King deceased of the Other part all of the County of Madison and State of Mississippi And the District of Choctaw — Witnesseth that for and in Consideration of the Sum of Thirty two Hundred Dollars in hand paid to them the said Joshua H. Rawlings and Sarah S Rawlings his Wife the Receipt Whereof is hereby acknowledged the said Joshua H. Rawlings and Sarah S. Rawlings his Wife have this day bargained Sold and Alienated Conveyed and Confirmed And by these presents do Sell Alienate Convey and Confirm Unto the said James H. Denson Guardian of the Minor heirs of William H. King deceased a Certain tract or parcel of land being and Lying in the County of Madison and the District of Choctaw and State aforesaid known and designated as follows, Viz, the South East quarter of Section Number One in township Eight and range two West Containing One hundred and Sixty One Acres and Twelve hundredths of an acre. To have and to Hold the said lands and appertainances thereunto belonging to the said James H. Denson Guardian & his heirs and assigns forever. in Testimony Whereof We have hereunto set our hands and affixed our Seals the day and date Above Mentioned

Test
William L. Denson

J. H. Rawlings (Seal)
Sarah S. Rawlings (Seal)

State of Mississippi }
Madison County } Personally appeared before me William Varnell a Justice of the peace in and for said County the Within named Joshua H Rawlings Who acknowledged that he signed Sealed and delivered the Within deed on the day and Year therein mentioned as his act and deed. And on a private Examination Seperate and Apart from her husband the Within named Sarah S Rawlings acknowledged that she signed Sealed and delivered the Within deed as her Voluntary act and deed freely Without any fear threats or Compulsion of her husband.

Given Under My hand and Seal this the 14th day of May One Thousand Eight Hundred and Thirty Nine

Wm Varnell (Seal)
Justice of the Peace.

John Young & Wife } Received for Record May 24th And Recorded June 1st 1839
To } Deed
Elijah Young }

This Indenture Made and entered into this 21st day of May in the year of our Lord One Thousand Eight hundred and Thirty Nine Between John Young and Elizabeth Young his Wife of the County of Smith And State of Mississippi of the One part and Elijah Young of the County of Madison And State of Mississippi of the Other part. — Witnesseth that the said John Young And Wife for and in Consideration of the Sum of 1200 Dollars to them in hand paid at or before the ensealing and delivery hereof the receipt Whereof is hereby Acknowledged And the said Elijah Young his heirs and assigns forever released And discharged therefrom have Granted bargained Sold Alienated and Confirmed And by these presents do bargain sell grant alein and Confirm Unto the said Elijah Young 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 South ½ of East ½ of Southwest quarter Section 22 Township No 9 Range No 3 East & all improvements thereon. 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 Elijah Young his heirs and assigns forever and the said John Young and Wife do for themselves their heirs executors &c. Covenant and agree to and With the said Elijah Young his heirs and assigns to Warrant and defend the title of the aforesaid Tracts or parcel of Land from themselves their heirs and assigns And from all and from every Other person or persons Whatsoever Unto the said Elijah Young his heirs and assigns forever. —

In Witness Whereof the said John Young and Wife have hereunto set their hands and seals this the day and date first above Written

John his X mark Young (Seal)

Elizabeth her X mark Young (Seal)

State of Mississippi } Personally appeared before me Charles C Horton an Acting
Smith County } Justice of the peace in and for said County the above named John Young and Elizabeth 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 Elizabeth Wife of the said John Young being by me privately examined seperately 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 21st day of May A.D 1839

Charles C Horton J.P. (Seal)

The State of Mississippi } I Benj. Thornton Clerk of the Probate Court in and for
Smith County } said County do hereby Certify that Charles C Horton is and has been an Acting Justice of the Peace for said County ever since the Year 1837 and that due faith and credit are due his acts as such. Given under my hand and Seal of Office this 21st day of May 1839

(Seal)

Benj. Thornton Clerk

Francis Young & Wife To Deed Elijah Young } Received for Record May 24th and recorded June 1st 1839

This Indenture Made and entered into this the 21 day of May in the Year of our Lord One Thousand Eight hundred and thirty Nine Between Francis Young and Mary Young his Wife of the County of Simpson and State of Mississippi of the One part and Elijah Young of the County of Madison and State of Mississippi of the Other part Witnesseth that the Said Francis Young and Wife for and in Consideration of the Sum of 2400 Dollars to them in hand paid at or before the ensealing and delivery hereof the receipt Whereof is is hereby acknowledged And the Said Elijah Young his heirs and Assigns forever released and discharged therefrom have granted bargained Sold Aleined and Confirmed and by these presents do grant bargain Sell alein and Confirm Unto the Said Elijah Young his heirs and Assigns forever All that tract or parcel of Land lying and being Situate in the Said County of Madison and State of Mississippi Known and designated as the North ½ of W ½ of S E ¼ of Section No 22 and the North ½ of West ½ of S W ¼ Section 15 Township 9 Range No 3 East - 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 Elijah Young his heirs and Assigns forever and the Said Francis Young and Wife do for themselves their heirs Executors &c Covenant and Agree to and With the Said Elijah Young 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 from every Other person or persons Whatsoever Unto the Said Elijah Young his heirs and Assigns forever .. In Witness Whereof the Said Francis Young and Wife have hereunto Set their hands and Seals this the day and date first Above Written

Francis Young (Seal)
Mary Young (Seal)

State of Mississippi } Personally Appeared before me James Powell an acting
Simpson County } Justice of the Peace and ex officio Notary Public in and for Said County the Above named Francis Young and Mary 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 Mary Wife of the Said Francis Young being by me privately examined Seperate 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 21 day of May A D. 1839

James Powell J P (Seal)
and Ex officio Notaries Public

The State of Mississippi } I H. C. Bennett Clerk of the Circuit Court in and for Said
Simpson County } County do hereby Certify that the Above Named James Powell is an acting Justice of the Peace in and for Said County and that due faith and Credit should be given his Official Acts as Such

Given Under My hand & Seal of Said Court this 21st day of May 1839
H. C. Bennett Clerk

(Seal)

Lewis D. Jones & Wife } Received for Record May 22d and recorded June 1st 1839
To } Deed
James C. Napier } This Indenture Made and entered into this Ninth day of April Anno Domini Eighteen hundred and thirty Eight between Lewis D Jones and Susan his Wife of the County of Madison & State of Mississippi of the One part and James C. Napier of the County of Madison and State aforesaid of the Other part Witnesseth that the said Lewis D Jones and Susan his Wife for and in Consideration of the Sum of One thousand Dollars to them in hand paid by the said James C. Napier at and before the Sealing and delivery hereof the receipt Whereof they do hereby acknowledge and thereof acquit and forever discharge the said James C. Napier his heirs executors and Administrators by these presents have Granted Bargained Sold and Conveyed And by these presents do Grant Bargain Sell and Convey Unto the said James C. Napier and to his heirs and assigns forever all of the following described land lying and being in the County of Madison & State of Mississippi (to Wit) The South half of the East half of the Northwest quarter of Section 3 Township Nine of range four East together With all and Singular the appurtenances thereunto belonging or in any wise appertaining and also all the Estate right title Interest property Claim and demand Whatsoever of them the said Lewis D Jones and Susan his Wife in Law or equity or Otherwise 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 C. Napier his heirs and assigns forever in fee Simple to the Only proper use and behoof of the said James C. Napier and his heirs and assigns forever. And the said Lewis D Jones and Susan his Wife for themselves their heirs executors and Administrators do Covenant promise grant and agree to and With the said James C. Napier and his heirs and assigns by these presents that they the said Lewis D Jones and Susan his Wife and their heirs the said above Mentioned and described Land and premises hereby Granted With the appurtenances Unto the said James C. Napier and his heirs and assigns against them the said Lewis D Jones and Susan 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 defend by these presents In Testimony Whereof the said Lewis D Jones and Susan Jones his Wife have hereunto set their Hands and affixed their Seals the day and Year first above Written

Signed sealed and delivered } Lewis D Jones (Seal)
in presence of the undersigned an acting } Susan Jones (Seal)
Justice for said County April 10 1838 }
James M Baker J.P.

State of Mississippi } Personally appeared before me James M. Baker an acting Justice of the
Madison County } Peace for said County Susan Jones the Wife of Lewis D Jones and after a private examination seperate and apart from her husband the said Lewis D Jones, acknowledged that she signed sealed and delivered the Within Indenture to be her Voluntary act and deed also relinquishes all her dower right title and Claim to Within named premises Without fear threat or reward of her husband the said Lewis D Jones. Given under my hand and seal this 10th day of April 1838 James M Baker J.P.

State of Mississippi } Personally appeared before me Charles Moore a Justice of the Peace of said
Madison County } County the above named James M Baker a subscribing Witness to the annexed deed Who being first duly Sworn deposeth and saith that he saw the above named Lewis D Jones whose name is subscribed thereto signed sealed and delivered the same to the above named James C. Napier that he the deponent subscribed his name as Witness thereto in the presence of the said Lewis D Jones and the above named James C. Napier and in the presence of Each other on the day and Year therein named. Given under my hand and seal this 15th day of May 1839 Charles Moore JP (Seal)

John Holloway Admr } Received for Record April 29th and Recorded June 1st 1839
To } Deed
Samuel Holloway } 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 John Holloway Administrator of all and Singular the goods & Chattles Rights and Credits Which were of Reuben Holloway decd of the first part And Samuel Holloway of the Second part both of the County of Madison And State of Mississippi Witnesseth – Whereas at the January term AD 1839 of the probate Court of Madison County State of Mississippi the party of the first part as administrator as aforesaid applied for and Obtained according to the Statute in Such Cases Made and provided an Order and Decree for the Sale of the following Described Real Estate Situate lying and being in the County And State aforesaid, belonging to the Estate of Said deceased to Wit. the East half of the South East quarter of Section thirty four, South half of East half of South West quarter of Section thirty five, North West quarter of Section thirty five, North half of East half of South West quarter of Section thirty five, South East quarter of Section thirty five all in township Ten of Range Two East And West half of South west quarter of Section thirty five township Ten Range two East And the East half of North East quarter of Section three Township Nine of Range 2 East – And Whereas in Obedience to Said Order the Said Administrator after advertising as the law directs proceeded on the twenty fifth day of March A.D. 1839 to Sell the above described tract or parcel of land to the highest Bidder on a credit of One and two Years at Which Sale the Said Samuel Holloway appeared and bid for the Same the Sum of Five dollars per acre. –

And the Said Samuel Holloway being the highest And best Bidder therefor the Said premises were Stricken off to him as aforesaid. Now this Indenture Witnesseth that the Said John Holloway party of the first part as Administrator as aforesaid by Virtue of the Order of the Probate Court aforesaid And for and in Consideration of the Sum of Five dollars per Acre to him in hand paid or Secured to be paid the receipt Whereof is hereby Acknowledged has Granted Bargained Sold And Conveyed And by these presents does Grant Bargain Sell And Convey Unto the Said party of the Second part All the right title Claim And Interest of Which the Said Reuben Holloway dec^d Seized and possessed of in And to the Above Described and hereby Granted premises together With all the hereditaments And Appurtenances thereunto belonging or in Any Wise Appertaining – To have and to Hold the Said Above Described tract or Parcel of land With the appurtenances Unto the Said party of the Second part his heirs And assigns to his and their Only proper use benefit and behoof forever And the Said party of the first part as Administrator as aforesaid doth Covenant to Warrant And defend Unto the Said party of the Second part All the right title Claim And Interest Which the Said Holloway had in his lifetime in And to Said premises Against All and every person or persons Whomsoever Claiming or to Claim the Same forever by these presents. –

In Testimony Whereof the Said John Holloway as Administrator as aforesaid has hereunto Set His hand and affixed his Seal the day And Year Above Written

John Holloway (Seal)
Administrator of the Estate of Reuben Holloway decease

The State of Mississippi } Personally appeared before me John T. Cameron Clerk of the Probate
Madison County } Court of Said County the above named John Holloway Administrator of the Estate of Reuben Holloway dec^d Who acknowledged that he Signed Sealed and delivered the foregoing Deed on the day and Year therein Mentioned as his Act and deed as Administrator as aforesaid –

Given Under my Hand and Seal of Office at Canton this 29th day of April A.D. 1839

(Seal)

John T. Cameron Clerk

Lowell Wright } Received for Record 31st May & Recorded 4th June 1839
Deed } Madison City Miss May the 9th 1839
Hoy & Thom } This Indenture made and entered into this the 9th day of May 1839
Between Lowell Wright and Nepsey Wright of the County of Madison and State of Mississippi of the first part and Wm N. Thom and Wm Hoy of the County and State aforesaid of the second part, Witnesseth that the party of the first part for and in Consideration of the sum of $2000. two thousand Dollars paid to them by the parties of the second part the receipt whereof is hereby acknowledged, that the party of the first — have this day bargained sold and by these presents do bargain sell convey and confirm and deliver unto the parties of the second part, a certain tract of land lying and being in the County of Madison and State of Mississippi and as more fully described by being the East half of the South East quarter, and the East half of the North East quarter of Section thirty five in Township Eleven of Range three East, and the South half of the West half of the South West quarter of Section No Twenty five Township No Eleven of Range three East, and the North half of the East half of the North East quarter of Section No Two of Township Ten of Range three East. Containing in all Two hundred and thirty seven and 20/100 acres more or less. Witnesseth that the parties of of the first part doth release all of their right, title and interest and Claim of the said land unto the Party of the second part and doth covenant and agree to and with the second part, that they shall and will warrant and forever defend the same tract of land from and against themselves their heirs together with all the appurtenances thereunto belonging, as also their executors administrators and assigns, and from and against all and every other person or persons lawfully claiming the same unto the party of the second part their heirs executors administrators and assigns forever.

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

Darrill Wright {seal}
Nepsey her mark Wright {seal}

State of Mississippi }
Madison County } Personally appeared before me M. C. Cayce an acting Justice of the Peace in and for said County Lowel Wright and Nepsey Wright and personally acknowledged that they signed sealed and delivered the within deed of Conveyance to the said William N Thom and William Hoy of the County and State aforesaid of the second part, on the day and date therein mentioned as their act and deed for the use & purposes therein mentioned, And Nepsey Wright on a private examination separate and apart from her said husband personally acknowledged that she signed sealed and delivered the within deed of Conveyance to the said William N Thom and William Hoy as her own voluntary act and deed without fear or threats from her said husband

Given under my hand and seal this the day and date above written

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

William N. Thom } Received for Record 31st May & Recorded 4th June 1839
And } Madison City Miss May the 31 1839
William Hoy } This Indenture Made and entered into between Wm N. Thom and Elizabeth B Thom of the County and State aforesaid of the first part and Wm Hoy of the same County and State of the second part Witnesseth that the party of the first part, for and in Consideration of the sum of twenty five hundred dollars paid to them on hand by the party of the second part, the receipt whereof is hereby acknowledged, that the Party of the first part have this day bargained sold and by these Presents do bargain sell Convey and Confirm and deliver unto

the party of the second part, all of their interest it being one half of a certain tract of land lying and being in the County and State aforesaid and is more fully described by being the East half of the South East quarter, and the East half of the North east quarter of section Twenty five Township Eleven of Range three East, and the south half of the west half of the South West quarter of section No twenty five Township No Eleven of Range three East, and the North half of the East half of the North East quarter of section No two of Township No Ten of Range three East, Containing in all two hundred and thirty seven 100 acres more or less, Witnesseth that the party of the first part, doth release all of their right title and interest and Claim of the said land unto the party of the second part, and doth Covenant and agree to and with the second part, that they shall and will warrant and forever defend the same tract of land together with all the appurtenances thereunto belonging from and against themselves their heirs Executors Administrators and assigns and from and against all and every other person or persons lawfully claiming the same unto the party of the second — her heirs Executors administrators and assigns forever.

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

all interlineations erasures made before signing sealing &c

Wm N. Thom {seal}
Elizabeth B. Thom {seal}

The State of Mississippi } Personally appeared before me John S. Cameron Clerk of the Probate
Madison County ss } Court of said County the above named William N Thom and Elizabeth B Thom 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 Elizabeth B the wife of said William N. Thom 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 fear threats or compulsion of her said husband.

{seal}

Given under my hand and seal of office at Canton this 31st day of May A.D. 1839

John S. Cameron Clerk

Mabry Mathbook Mortgage Mississippi Union Bank } Received for Record 1st & Recorded June 4th 1839 State of Mississippi Madison County } Mother Bank District

Thomas Mabry Mathbook a Citizen of said State residing in the County aforesaid (being an owner of real Estate situated in the State of Mississippi) on the 21st day of August in the year Eighteen hundred and thirty eight (being within the time prescribed) at Canton in the County of Madison subscribed for thirty two shares of one hundred dollars each, amounting to three thousand two 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 re-approved on the fifth February 1838, for which said sum of three thousand two hundred dollars the said Mabry Mathbook 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 to subscribed, as aforesaid, that the payment of the Capital and interest of the Millions five hundred thousand Dollars of the loan to be obtained by means of the bonds of the state issued in Conformity with the fifth section of said original act of incorporation at the times the said Bonds for that sum shall severally fall due may thereby be secured And to secure the annual payment of four per Centum upon the Principal and seven per Centum interest on the loan he may receive from said Bank as stock holder therein

according to the provisions of the thirty first section of the original act of incorporation at such times and places, as the same may be required. to the said Mabry Westbrook hath offered and agreed to convey by deed of Mortgage, to the said Mississippi Union Bank the following described property to wit; The South half of the North West quarter, and the South West quarter of section Twenty Nine. Township Twelve of Range four East. containing Two hundred and forty acres of land more or less situate and more being in the County of Madison. which said property the Board of Directors of the said Mississippi Union Bank have over hereby acknowledged and 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 Mabry Westbrook 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 Mabry Westbrook do the acknowledge himself Debtor to the Mississippi Union Bank in the said sum of Three thousand two hundred Dollars, being the amount of the shares of the stock of said Bank. so subscribed as aforesaid, of which he is to be the holder. by virtue of these presents, the payment of which (in order to secure the payment of the Capital and interest of Ten Millions five hundred thousand dollars of the Bonds of the State as aforesaid) and of the loan which the said Mabry Westbrook 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 Mabry Westbrook is specially desirous to secure as aforesaid. Therefore, This Indenture, made and entered into this first day of June in the year Eighteen hundred and thirty Nine by and between Mabry Westbrook and Martha Westbrook 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 Mabry Westbrook and Martha Westbrook his Wife for and in Consideration of the Premises ~~and~~ 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 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 twentieth sections of said Original act of incorporation with the interest thereon shall be paid off and redeemed by the said Mississippi Union Bank and until the said Mabry Westbrook shall have paid the amount of said Bond executed to the said Mississippi Union Bank for the amount of said shares as aforesaid, and 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 Mabry Westbrook do previously transfer said stock and be discharged in the Manner and form prescribed by the twenty ninth section of the original act of incorporation and sixth section of the act supplemental thereto, and upon such 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 have been duly Recorded, and that there is no prior deed of Conveyance, Mortgage, or other incumbrance of Record thereon, and upon the production of a second Certificate bearing date at least three months subsequent to the day of the recording of these presents, that no other Mortgage or incumbrance, whatever upon said land was Recorded or delivered for Record, in the office of said Clerk, and that since the date of the act of Recording these presents no other Mortgage, deed of Conveyance or incumbrance whatever, upon the aforesaid property has been Recorded or delivered for Record, and upon the production of the Certificate of the Clerk of the Circuit Court of the County of the residence of the said Mabry Westbrook that there is no judgement against him (or if there be any stating the amount) and that he was alone 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 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 Thirty five Shares (subject to be graduated and reduced or augmented 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 describe 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 does hereby bind himself to furnish other unincumbered property of sufficient amount, and to execute thereon a Mortgage to the satisfaction of the Board of Directors of the said Mississippi Union Bank within such reasonable time as the said Board of Directors may prescribe, the said Mortgagor also agreeing that if the whole amount of the Bond for the said Stock or any part thereof, or the whole amount of the loan he may receive as Stockholder as aforesaid or any part thereof shall not be punctually paid at such times and places as the same may respectively become due and payment thereof be required, according to the true intent and meaning of the said original act of incorporation, and the act supplemental thereto then this present Mortgage and the sums of Money hereby secured, by virtue of the twenty sixth section of the said original act of incorporation, shall bear ten per centum interest per annum after Maturity, if not punctually paid, and the said Mississippi Union Bank may and shall have the right to Cause the said property Mortgaged as aforesaid in Whose hands soever the same may be found, or a sufficient quantity thereof to be seized and sold to obtain the payment of any sum or sums of Money which the said Mortgagor may owe as Stockholder either on said Stock or on said principal 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 is aforesaid or 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 Mabry Westbrook and Martha Westbrook his wife have hereunto set their hands and seals this first day of June in the year of our Lord Eighteen hundred and thirty nine.

Mabry Westbrook {L.S.}
Martha Westbrook {L.S.}

State of Mississippi } ss
Madison County }

Personally appeared before me R.B.W. Fleming Esquire a Justice of the Peace in and for said County the within and above named Mabry Westbrook 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 first day of June AD 1839

R.B.W. Fleming J.P. {Seal}

State of Mississippi } ss
Madison County }

I R.B.W. Fleming a justice of the peace in and for said County do hereby certify that Mistress Martha Westbrook 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 first day of June in the year of our Lord One thousand eight hundred and thirty Nine—

R.B.W. Fleming J.P. {Seal}

Bede Johnson to Mabry Westbrook } Received for Record 1st & Recorded 4th June 1839

This Indenture made this the fourth day of January 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 Mabry Westbrook of the second part all of Madison County and State of Mississippi Witnesseth that the said Bede Johnson and Cynthia his wife for and in Consideration of the sum of Two thousand dollars to them in hand paid have granted bargained sold and conveyed and by these presents do grant bargain and sell unto the said Mabry Westbrook his heirs and assigns the following described tract or parcel of land Viz The South East quarter of section twenty Nine. Township Twelve Range four East. being in the County and State aforesaid Containing One hundred and sixty acres be the same more or less together with all and singular the Premises, right. title and interest to have the said Mabry Westbrook his heirs and assigns forever. And said Bede Johnson & Cynthia Johnson his wife for themselves their heirs &c do Covenant promise and agree to & with the said Westbrooks his heirs and assigns by these presents, that the premises before Mentioned shall forever remain free from all former grants bargains sales and Charges whatever done or suffered by the said Bede Johnson and Cynthia Johnson their heirs or assigns. all and singularly the premises hereby bargained and sold unto the said Mabry Westbrooks his heirs and assigns against the said Bede Johnson and Cynthia his wife and their heirs and all and every other person or persons whatsoever do and will Warrant and forever defend by these presents. In testimony whereof We the said Bede Johnson and Cynthia Johnson his wife the first party have hereunto set their hands and seals the date and year first written.

Bede Johnson {seal}
Cynthia Johnson {seal}

State of Mississippi }
Madison County }

Personally appeared before me a Justice of the peace acting in and for said County & state Bede Johnson who acknowledged that he signed sealed and delivered the within and foregoing deed on the day and year therein named as his act and deed. Also Cynthia Johnson wife of Bede

I do hereby on a private examination 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 compulsions of her husband on the day and year therein mentioned

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

James M. Baker J. P. {Seal}

William Haigler and George Ogden } State of Mississippi Wilkinson County } Recorded for Record May 30th & Recorded 5th June 1839

This Indenture Made and entered into this tenth day of December in the year of our Lord One thousand Eight hundred and twenty Eight between William Haigler and Eligabeth Haigler his wife of the one part, and George Ogden of the other part, Witnesseth That the said William Haigler and Eligabeth Haigler his wife have bargained sold, and by these presents do convey to the said George Ogden a Certain tract or parcel of land lying and being in the County of Madison and State of Mississippi of which the following is a description, to wit the West half of the North East quarter of Section Nineteen in Township Eight of Range One West in the District of Choctaw, and State of Mississippi Containing Seventy Eight acres and Ninety Seven hundredths of an acre. the said land being the said William Haigler bearing date the tenth of April in the year of our Lord One thousand eight hundred and twenty Seven, And said William Haigler and Eligabeth Haigler his wife do hereby acknowledge the Receipt of two hundred Dollars to them in hand paid by the said George Ogden it being in full payment for the above described land and do hereby for themselves their heirs Executors and administrators forever quit Claim to the above described premises and convey all right title and interest in them vested. their heirs and assigns forever, to the said George Ogden his heirs and assigns forever.

In Witness Whereof We have hereunto set our hands and seals the day and year above Written.

Test Henry A Wright, Tho Atwood

William Haigler {Seal}
Eligabeth Haigler {Seal}

The State of Mississippi Wilkinson County } Personally appeared before the undersigned Justice of the Peace and Ex officio Notary Public in and for said County William T. Lewis who being first duly sworn deposeth and saith, that he is well acquainted with the hand writing of William Haigler having seen him sign his name often; and that the signature to the attached deed is his to the best of his knowledge and belief, and this deponent further says that the said William Haigler is now dead.

Sworn to & Subscribed this 16th day of May AD 1839

before me

W. T. Lewis

C. C. West J. P. {Seal}
& Ex Officio Notary Public

The State of Mississippi Wilkinson County } Personally appeared before the undersigned Justice of the Peace and Ex Officio Notary Public the within named Eligabeth Haigler who acknowledged that she signed sealed and delivered the same freely without any fear threats or compulsion from her husband on the day and year therein written and for the purposes therein mentioned,

Given under my hand and seal this 16th Day of May AD 1839

C. C. West J. P. {Seal}
& Ex Officio Notary Public

James C. Dickson Deed
Samuel Duke

Received for Record May 30th & Recorded June 5th 1839

The State of Mississippi
Hinds County

Know all men by these Presents that for and in Consideration of the sum of one hundred and twenty five dollars to me James C. Dickson paid, of the County & State aforesaid by Samuel Duke of Madison County and State aforesaid at and before the delivery of these presents. I have and do by these presents, bargain, sell release and Convey unto him the said Samuel Duke aforesaid the following described tract of land (to Wit) The West half of the North West quarter of Section Thirty in Township Number Eight of Range Number One West, in the Choctaw District. Containing according to the return of the Surveyor General Twenty Nine acres, (More or Less) To Have and to Hold the Same from me my heirs and legal representatives forever, together with all rights, Privileges and advantages, belonging or in any wise appertaining to the same. And I the said James C. Dickson for My self My heirs Executors administrators and assigns will forever Warrant and defend the above described premises unto the said Samuel Duke his heirs or assigns forever,

In Witness Whereof I the said James C. Dickson hath hereunto set My hand and seal this Eighth day of December in the year of our Lord one thousand Eight hundred & twenty Eight,

In presence of
A. R. Hall
Henry Higginbotham

James C. Dickson (Seal)

State of Mississippi
Hinds County

Personally appeared before the undersigned Justice of the Peace in and for said County Silas Brown and after being duly sworn saith that James C. Dickson had no wife living at the date of the Within Deed and that he has been familiar with the hand writing of said Dickson and that the signature subscribed to the Within Deed is the hand writing of said Dickson to the best of his knowledge and belief.

Sworn to and Subscribed before me this 15th April 1839
C. P. Oldham J. P.

Silas Brown

* * *

John G. Ott Trustee
Deed
Zaseph Clark

Received for Record 3rd & Recorded 6th May 1839

Whereas Andrew Ellis Senr aged Sixteen his Wife made on the Thirteenth day of March in the year of our Lord Eighteen hundred and thirty seven their Certain Deed of Trust or Mortgage with power for sale to Edward Ford Nicholas W. Ford and William F. Markham partners in trade and trading under the firm and style of Ford Markham & Co of the City of Vicksburg Warren County and State of Mississippi for Whose use and benefit I Was therein appointed their Trustee, which will be found Recorded at the Probate Clerk office in the County of Madison and State aforesaid in Book of Deeds D. page 419. 420 and 421. Now as well in Consideration of the Premises, as for the power vested in me by the said Deed of Trust, I hereunto Made at the request of Ford Markham & Co a Sale of the land Specified in the said Deed on the Ninth day of April in the year of our Lord Eighteen hundred and thirty Eight— And Now Make this Indenture on the day and year aforesaid to Zaseph Clark, his heirs Executors and administrators, as the highest bidder of the following parcels or tracts of land sold by me by virtue as aforesaid for the Consideration of Nine thousand Dollars, the receipt whereof is hereby acknowledged— did and have sold at Public auction, to the said ~~Joseph~~ Clark as highest bidder on the day and year aforesaid the following

lands lying and being in the County of Madison, and known and described as follows, to wit, The South West quarter of Section twenty eighth in Township Eight of Range One West, The West half of the North West quarter of Section twenty Eight in Township Eight of Range One West, The South half of the East half of the North West quarter, and South half of the West half of the North East quarter of Section Twenty eight in Township Eight of Range One West, Containing in all three hundred and twenty acres be the same more or less. To Have and to Hold unto the said Joseph Clark his heirs executors or administrators forever, together with all the right title and interest and appurtenances thereunto belonging or in any wise appertaining and to his only use and behoof — In testimony Whereof I have hereunto set my hand and affixed my seal the day & year above Written.

John G. Ott {seal}
Trustee for Ford Markham & Co et al

The State of Mississippi }
Madison County } Personally appeared before me John T. Cameron Clerk of the Probate Court of said County John G. Ott whose name is subscribed to the foregoing deed Who acknowledged that he signed sealed and delivered said deed on the day and year therein Mentioned as his act and deed as Trustee, and for the uses and purposes in said deed Mentioned

Given under my hand and seal of Office at Canton this 3rd day of June AD 1839

{Seal}

John T. Cameron Clerk

George Ogden & Wife }
And } Received for Record 28th May & Recorded 6th June 1839
Moses Cook }

This Indenture Made this tenth day of December in the year of our Lord One thousand Eight hundred and twenty Nine between George Ogden and Lucy P. Ogden of the County of Wilkinson and State of Mississippi of the one part and Moses Cook of the County of Madison and State aforesaid of the other part Witnesseth that the said George and Lucy P. Ogden for and in consideration of five hundred Dollars to them in hand paid by the said Moses Cook have given granted bargained sold, released, Conveyed and Confirmed and by these presents do give grant, bargain sell, release convey and confirm unto the said Moses Cook his heirs and assigns forever, all the following described tracts or parcels of land lying in the County of Madison it being the West half of the South East quarter of section thirty three in Township Nine of Range One West, Also the West half of the North East quarter of Section four in Township Eight of Range One West in the Choctaw District Containing One hundred and sixty acres be the same more or less. To Have and to hold the said Piece of land together with all the priveleges and appurtenances thereunto belonging to him the said Moses Cook his heirs and assigns forever — And that they are free and Clear from all incumbrances: and further more we the said George and Lucy P. Ogden hereby bind ourselves, our heirs Executors and administrators to him the said Moses Cook, his heirs and assigns that the above described premises and every part thereof we will forever warrant and defend against the lawful Claims of all persons.

In testimony Whereof We the said George and Lucy P. Ogden have hereunto set our hands and seals the day and year first above Written

signed sealed and delivered in presence of }
Thomas A. Oswald.
Wm. L. Lewis

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

State of Mississippi }
Yazoo County } Personally appeared before me S. R. Richards Esq an acting Justice of the Peace in and for said County George Ogden Who acknowledged that he signed sealed and delivered the within in his act

and deed on the day and year therein mentioned. Likewise came personally before me Lucy P. Ogden wife of the said George Ogden who being examined separate and apart from her said husband acknowledged that she signed sealed and delivered of her own free will and accord without fear or compulsion from her said husband the within as her act and deed on the day and year therein mentioned

J. R. Richards J.P. {Seal}
25th May 1839.

The State of Mississippi
Yazoo County } I George Crockett Clerk of the Probate Court in and for said County do hereby certify that Isaac R. Richards whose name is subscribed to the above acknowledgement, was at the time of taking the same an acting Justice of the peace in and for said County duly commissioned and sworn. and that all his actings and doings as such are entitled to full faith and Credit.

Witness my hand and seal of office at Benton this 25 May 1839

{Seal}

Geo Crockett Clk

William Hardeman deed
Mary M. Hilliard } Received for Record May 16th; Recorded 6th June 1839

This Indenture made and entered into this fifteenth day of May Eighteen hundred and thirty Nine Between William Hardeman and Mary M. Hardeman his wife of the County of Madison and State of Mississippi of the first part, and Mary M. Hilliard of the County of Williamson and State of Tennessee of the other part witnesseth, that the said William Hardeman and Mary his wife for and in Consideration of the sum of Twenty four thousand three hundred dollars. the receipt and payment whereof is hereby acknowledged, have this day bargained, sold Conveyed and Confirmed, and by these presents do bargain sell convey and Confirm unto the said Mary M. Hilliard her heirs and assigns. All the following described Tracts or parcels of land lying and being in the County of Madison aforesaid known and designated as follows to wit. The Seventeenth section; also the South West quarter of Section Nine — also the South East quarter of Section Eighteen, also the East half of the South West quarter of Section Eight — Also the East half of the South East quarter of Section Eighteen — Also all of the East half of the North East quarter of Section Eighteen Except. the following piece or parcel taken from the North West Corner of the same described as follows to wit, Beginning at the Bayou in the West boundary line of said East half of North East quarter of Section Eighteen, marked Post oak Sprouts and Red oak Tree, thence North Thirty Nine Poles, with said Western boundary to the North West Corner of said East half of said quarter, thence running East, with the Northern Boundary of the same fifty Eight poles to a stake, thence South thirty Nine Poles to a stake, thence West fifty Eight poles to the Beginning, Containing fourteen and one Eighth acres More or less. All of which above described tracts and parcels of land are in Township Eight Range two East, To Have and to Hold the above described tracts and Parcels of land and bargained premises with the hereditaments and appurtenances thereunto belonging or in any wise appertaining to the only proper use benefit and behoof of the said Mary M. Hilliard her heirs and assigns forever; And the said William Hardeman and Mary M. Hardeman his wife for themselves their heirs Executors and administrators Covenant and agree to and with the said Mary M Hilliard her heirs and assigns that they have a good and sufficient title to the above described lands and bargained premises and may lawfully Convey the same. and that they will warrant and defend the title to the same to the said Mary M. Hilliard her heirs and assigns from and against the Claim or Claims of all and every person whomsoever—

setting up or pretending title to the same, or any part thereof either in law or Equity. In testimony whereof the said William Hardeman and Mary M. Hardeman have hereto subscribed their names and affixed their seals the day and date above written.

Witness

William Hardeman {Seal}

Mary M. M. Hardeman {Seal}

State of Mississippi }
Madison County } Personally appeared before me M. C. Cayce an acting Justice of the peace in and for said County William Hardeman and Mary M. Hardeman 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 Mary M. wife of the said William Hardeman on a private examination separate and apart from her said husband acknowledged that she signed sealed and delivered said deed on the day and year aforesaid as her voluntary act and deed freely without any fear threats or compulsion of her said husband.

Given under my hand and seal this 16th day of May AD 1839

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

(3)

Hugh Montgomery
Ded
La Fayette Montgomery } Received for Record 18th May & Recorded 6th June 1839

This Indenture Made this tenth day of May in the year of our Lord One thousand Eighty hundred and thirty Nine between Hugh Montgomery of the County of Jefferson State of Mississippi of the one part and La Fayette Montgomery of the County of Madison and State aforesaid of the other part, Witnesseth that the said Hugh Montgomery as well for and in consideration of the natural love and affection which he the said Hugh Montgomery hath and beareth unto the said La Fayette Montgomery and also for the better maintainance support and livelihood of him the said La Fayette Montgomery hath granted aliened and confirmed and by these presents doth grant grant alien and confirm unto the said La Fayette Montgomery his heirs and assigns all that tract or parcel of land situate lying and being in the County of Madison on the Waters of Bear Creek in State aforesaid designated as follows The South East quarter of Section No Thirty one of Township No Eight of Range No Two East, and the North West, North East, and South East quarters of Section No Six of Township No Seven of Range No Two East, Containing Six hundred and forty acres. More or less. To Have and to Hold all and singular the appurtenances and hereditaments thereunto belonging or in any wise appertaining. To have and to hold the said tract of land tenements hereditaments and all and singular the premises hereby granted and confirmed unto the said La Fayette Montgomery his heirs and assigns forever, and he the said Hugh Montgomery and his heirs all and singular the aforesaid tenements and hereditaments and premises and every part and parcel thereof unto the said La Fayette Montgomery his heirs and assigns against him the said Hugh Montgomery his heirs and assigns shall and do Warrant and forever defend by these presents.

In Witness Whereof I have hereunto set my hand and seal this tenth day of May Eighteen hundred and thirty Nine

State of Mississippi }
Jefferson County } Hugh Montgomery {Seal}

Personally appeared before the undersigned Judge of Probates in and for the County and State aforesaid Hugh Montgomery who acknowledged that he signed sealed and delivered the foregoing deed for the uses and purposes therein mentioned

Given under my hand and seal this 13th day of May AD 1839

Jno. M. Whitney J. P.

Archibald McGehee Deed William Eakin } Received for Record 4th May & Recorded 6th June 1839

This Indenture Made and entered into this second day of May in the year of Our Lord One thousand Eight hundred and thirty Nine between Archibald McGehee of the Town of Huntsville and State of Alabama, Administrator of Joseph & Mosser and Edward Mathews deceased of the first part, and William Eakin of the Town of Shelbyville and State of Tennessee of the second part Witnesseth that Whereas by a Decree of the Probate Court of Madison County and State of Mississippi it was ordered that the house and lot herein after described be sold. And Whereas the same was exposed at Public sale to the highest bidder when John Reed became the purchaser, Now this Indenture Witnesseth that the said Archibald McGehee Administrator as aforesaid for and in Consideration of the sum of Six hundred Dollars to him in hand paid the Receipt Whereof is hereby acknowledged, at and before the sealing and delivery of these presents have granted bargained sold Conveyed and Confirmed, and by these presents do grant bargain sell Convey and Confirm unto the said William Eakin his heirs Executors administrators and assigns forever, all the right title interest and Estate which the said Joseph & Mosser and Edward Mathews had in and to a certain house and lot in the Town of Livingston in Madison County and State of Mississippi Known and designated on the Plat of said Town as Lot No Three in Square No 7 it being the same house and lot occupied by Mosser & Mathews in the year Eighteen hundred and thirty two, as Merchants; To Have and to Hold the said House and Lot together with all and singular the rights privileges and advantages thereunto belonging or in any wise appertaining as fully and absolutely. — The said Archibald McGehee Administrator as aforesaid, and by virtue of his said trust and order of said Court, might, could or ought to sell and Convey the same.

In Witness Whereof the said Archibald McGehee as Administrator aforesaid have hereunto set his hand and affixed his seal the day and year first above Written.

Witness E M Cowen

Arch^d McGehee Adm^r (Seal)
of Joseph & Mosser & E Mathews

The State of Mississippi } Personally appeared before me the undersigned Judge of
Madison County ss } Probate in and for said County Archibald McGehee whose name is subscribed to the within and foregoing Deed, who acknowledged that he signed sealed and delivered the same as his act and deed for the purposes therein specified on the day and year therein Written,

Given under my hand and seal this 4th day of May A.D. 1839

Thos Shackelford (Seal)
Judge of Probate

William B. Sons Deed Gift Emma A. Vanderhurst } Received for Record 7th May & Recorded 6th June 1839
The State of Mississippi
Madison County } This Indenture Made this fifth day of May in the year of Our Lord One thousand Eight hundred and thirty Nine between William B. Sons of the County of Scott and State aforesaid on the one part, and Emma A. Vanderhurst wife of Michael Vanderhurst of the County of Madison and State aforesaid on the other part Witnesseth that the said William B. Sons for and in consideration of the natural love and affection which he has and bears unto the said Emma A Vanderhurst as his eldest Daughter, and also for and in consideration of the sum of One dollar to him in hand paid by the said Emma A Vanderhurst at and before the sealing and delivery of these Presents the

receipt whereof is hereby acknowledged hath Given granted, aleined enfeoffed and conformed, and by these presents doth give grant, aleine, enfeoff and conform unto the said Emma A Vanderburet, and to the heirs of her body all his right title and interest to a certain Negro Woman Slave named Betsy aged about Nineteen years and her three Children named. Sandy aged three years. Matilda aged about two years and Henry about three Months old. together with the increase of her body, which she hereafter may have. and the title Claim or interest which I have to the said above described Negroes. To Have and to hold the above described Negroes with the increase of the said Negro Woman Betsy to her the said Emma A Vanderburet and the natural heirs of her body, after the death of her the said Emma A Vanderburet, to be shared by them share and share alike forever.

In Testimony Whereof I have hereunto set my hand and seal the day and year first above Written,

Signed sealed and delivered in the Presence of
John J. Van Steinberg

William B Jones {seal}

The State of Mississippi
Madison County } Personally appeared before me John L. Cameron Clerk of the Probate Court of said County the above named William B Jones who acknowledged that he signed sealed and delivered the foregoing deed on the day and year therein mentioned as his act and deed for the purposes therein specified.

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

{seal}

John L. Cameron Clerk

J. E. Johnson and L. B. Cheatham } Received for Record 7 May & Recorded 7th June 1839

This Indenture made and entered into this the twenty sixth day of April in the year of our Lord One thousand Eight hundred and Thirty Nine Between John E. Johnson of the County of Franklin and State of Alabama of the first part and Littleberry B. Cheatham of the County of Franklin and State of Alabama of the second part, Witnesseth that the said John E. Johnson for and in Consideration of the sum of One hundred and Seventy five Dollars to him in hand paid by the said Littleberry B. Cheatham the receipt whereof is hereby acknowledged hath granted bargained and sold, and by these presents doth grant, bargain and sell unto the said Littleberry B. Cheatham, and to his heirs and assigns forever forty acres 34/100. of land lying and being in the County of Madison and State of Mississippi designated and known as the South half of the West half of the North East quarter of Section twenty six Township Ten Range two East, Containing forty acres and 34/100. be the same more or less together with all and singular the hereditaments and appurtenances, thereunto belonging, or in any wise appertaining, and also all the Estate, right, title, interest Claim and demand Whatsoever of him the said John E. Johnson, either in law or Equity of, in or to the above bargained premises, and every part and parcel thereof, To Have and to Hold to the said Littleberry B Cheatham, his heirs and assigns to the sole and only proper use benefit and behoof of the said Littleberry B. Cheatham, his heirs and assigns forever, and the said John E. Johnson and his heirs all and singular the aforesaid land or parcel of land, tenements hereditaments and premises and every part and parcel thereof unto the said Littleberry B Cheatham his heirs and assigns against him the said John E Johnson his heirs and assigns shall and will Warrant and forever defend by these presents.

In Witness Whereof I the said John E. Johnson have hereunto set my hand and affixed my seal the day and year first above Written

John E. Johnson {seal}

Alabama
Lowndes County } This day personally appeared before me John J. Armond

one of the Judges of the Supreme Court of the State of Alabama the within named John E Johnson and acknowledged that he signed sealed and delivered the within deed on the day of its date for the purposes therein expressed

In Witness Whereof I hereto set my hand and certify the same to all whom it may concern this 27th day of April in the year one thousand Eight hundred and thirty Nine

S. F. Ormond
Judge Supr Court State of Alabama

(9)

James E. Napier } Received for Record May 11th & Recorded June 7th 1839
Deed
Henry Phillips } The State of Mississippi
Madison County } Know all Men by these presents that I James E Napier of the County and State aforesaid for and in consideration of the sum of four hundred Dollars to me in hand paid by Henry Phillips of the County and State aforesaid the receipt whereof 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 Henry Phillips his heirs and assigns forever, the following tract or parcel of land situate lying and being in Madison County State of Mississippi, known and designated as the South half of the West half of the North West quarter of Section No Six Township Eight Range No four East, containing forty acres more or less, together with the appurtenances thereunto belonging or appertaining, To Have and to hold the above described and hereby granted Premises with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining unto the said Henry Phillips his heirs Executors, administrators or assigns forever, And the said James E Napier for himself his heirs Executors & administrators doth hereby Covenant and agree to and with the said Henry Phillips his heirs & that he is well seized in fee of the aforegranted premises that they are conveyed free and quit of all incumbrances, And that he will and his heirs Executors & administrators shall forever warrant and defend the title to said premises unto the said Henry Phillips his heirs & against himself his heirs & and against all and every other person or Persons whomsoever, lawfully or Equitably Claiming or to Claim the said premises or any part or parcel thereof.

In testimony Whereof the said James E Napier has hereunto set his hand and affixed his seal on this Eleventh day of May A.D. 1839

J. E. Napier {Seal}

State of Mississippi }
Madison County ss } Personally appeared before me John T. Cameron Clerk of the Probate Court of said County the above named James E 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 11th day of May A.D. 1839

John T. Cameron Clerk

Wm. M. Winbourne } Received for Record 29th April & Recorded 7th June 1839
Deed
Lemuel Austin } This Indenture made and entered into between W. M. Winbourne of the County of Madison & State of Mississippi of the one part, and Lemuel Austin of the County of Davidson and State of Tennessee Witnesseth for and in Consideration of the sum of five hundred Dollars to me in hand paid the receipt of which is hereby acknowledged have granted, bargained sold and by these Presents do grant,

bargain & sell and convey unto Lemuel Austin all that certain parcel or lot of land situate in the Town of Vernon and described as follows, fronting on Main Street on the East side of North and south Street Commencing at the Corner of the Commercial and Rail Road Bank running North Eighty four feet to Hellan Somers Lot, thence East two hundred feet, thence South Eighty four feet, to the Com^d of Rail Road Bank lot and West to the beginning with all the appurtenances and all the right title & interest, Claim or Claims whatsoever, And I the said W. M. Winborne will warrant and defend the said premises with the appurtenances to Lemuel Austin his heirs Executors, Administrators & forever,

In testimony Whereof I have hereunto set my hand and seal this the 17th day of March in the year of Our Lord One thousand Eight hundred & thirty Nine

Test E. H. Taylor
Jno. T. Keith

W. M. Winborne {seal}

The State of Mississippi
Madison County } Personally appeared before me W. A. Foster an acting Justice of the peace in and for said County W. M. Winborne whose name is subscribed to the above and foregoing deed and acknowledged that he signed sealed and delivered the same on the day and year therein written as his act and deed.

Given under my hand and seal this 22nd day of March 1839

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

William Cargill
And
Francis Keenan } Received for Record & Recorded 7th June 1839

This Indenture Made and entered into this the 29th day of May in the year of our Lord One thousand Eight hundred and thirty Nine by and between William Cargill and Cely Cargill his wife of the County of Hinds and State of Mississippi of the first part, and Francis Keenan of the County of Madison and State aforesaid of the other part, Witnesseth that for and in Consideration of the sum of Three hundred Dollars by the said Keenan to the said Cargill in hand paid at and before the signing sealing and delivery of this Indenture the receipt whereof is hereby acknowledged they the said William Cargill and Cely Cargill his wife have this day given granted, bargained and sold, and by this Indenture do give grant bargain & sell and convey unto the said Keenan the following pieces parcels or tracts of land situated lying and being in the said County of Madison and State aforesaid known and designated as the East half of the South West quarter, section twenty Eight, Township Eight Range One West, the whole containing Eighty acres To Have and to Hold the same to him the said Keenan his heirs and assigns forever. and they the said William Cargill and Cely Cargill his wife for themselves their heirs Executors and administrators, to and with the said Keenan do Covenant and agree to Warrant, and forever to defend the title to the aforesaid lands and bargained premises forever against the Claim or Claims of all and singular every person or persons Whatsoever

In testimony Whereof the said William Cargill and Cely Cargill his wife have hereunto set their hands and affixed their seals this day and year first above Written

Wm. Cargill {seal}
Cely her × mark Cargill {seal}

State of Mississippi
Hinds County } This day personally appeared before me Thos. H. Green an acting Justice of the Peace in and for the said County William Cargill and Cely Cargill his wife and acknowledged that they signed sealed and delivered the foregoing deed as their act and deed for the purposes therein contained on the day and year therein mentioned, And Cely Cargill wife of the aforesaid William Cargill on a private examination separate and apart from her husband acknowledged that she signed, sealed and delivered the foregoing deed as her

voluntary act and deed without any threats fears or compulsions from her husband, and that she hereby relinquishes all claim of power to the lands described therein,

Given under my hand and seal this the 29th May 1839

Thos. K. Green [seal]

State of Mississippi }
Hinds County } I, S. S. Scott Clerk of the Police Court for said County hereby certify that the within named Thos K. Green was an acting Justice of the Peace for said County at the time of making the within Certificate.

Witness my hand & seal of office this 30th May 1839

S S Scott C R C

William Haigler } Received for Record May 30th & Recorded June 7th 1839
Deed
George Ogden } State of Mississippi }
Wilkinson County } This Indenture made this the tenth day of December in the year of our Lord One thousand Eight hundred and twenty eight between William Haigler and Elizabeth Haigler his wife of the part, and George Ogden of the other part all of the County and State above Mentioned, Witnesseth That said William Haigler and Elizabeth Haigler his wife have bargained sold and by these Presents do convey to the said George Ogden a certain tract or parcel of land lying and being in the County of Madison and State of Mississippi of which the following is a description. No 2624 The East half of the North East quarter of Section twenty four in Township Eighteen of Range Two West in the District of Choctaw, and State of Mississippi Containing Eighty acres and fifty three hundredths of an acre, said land being conveyed to said William Haigler from the United States bearing date the tenth day of April in the year of our Lord One thousand Eight hundred and thirty seven, And said William Haigler and Elizabeth Haigler his wife do hereby acknowledge the receipt of two hundred ——— Dollars in hand paid by said George Ogden, it being in full for the above named premises and hereby for themselves their Executors, heirs and administrators forever quit claim to the above described premises and convey all right, title and interest in them unto the said George Ogden his heirs Executors and administrators to the said George Ogden his heirs and assigns forever; In Witness Whereof We have set our hands and seals the day and year above Written.

Test Henry A. Wright }
Thos Atwood }

William Haigler [seal]
Elizabeth Haigler [seal]

The State of Mississippi }
Wilkinson County } Personally appeared before the undersigned Justice of the Peace and Ex Officio Notary Public in and for said County William T. Lewis who being first duly sworn deposeth and saith that he is well the hand writing of William Haigler having seen him sign his name often, and that the signature to the within deed is his. and this deponent further says that the said William Haigler is now dead

Sworn to & subscribed this 16th day of May AD 1839 before me }

W T. Lewis

C. C. Neal J P [seal]
and Ex officio Not Pub.

The State of Mississippi }
Wilkinson County } Personally appeared before the undersigned Justice of the Peace and Ex Officio Notary Public in and for said County the within named Elizabeth Haigler who acknowledged that she signed sealed and delivered the same freely without any fear threats or compulsion from her husband, for the use and purposes therein mentioned.

Given under my hand and seal this 16th day May AD 1839

C. C. Neal J P [seal] and
Ex Officio Not Public

Wm M. Winborne } Received for Record 29th April & Recorded 7th May 1839.
Wm M. Gwin }

This Indenture Made and entered into on this 21st day of March 1839 between William M. Gwin of the County of Adams and State of Mississippi of the one part, and William M. Winborne of the County of Madison and same State of the other part, Witnesseth, that the said Winborne for and in Consideration of the sum of five Dollars to him in hand paid by the said Gwin has this day bargained and sold aliened and conveyed and by these presents does bargain and sell alien and convey unto the said Gwin his heirs & administrators all and singular the right title Claim and interest which the said Winborne has in and to the following described property real and personal to Wit one tract of land lying and being in the County of Madison aforesaid - in the District of the land office of lands located at Mount Salus to Wit. The East half of the North East quarter the East half of the South East quarter of Section Number thirty two - the South West quarter and the West half of the North West quarter of Section Number thirty three all of Township Number Nine - Range one West. Also about five acres off the South West Corner of the East half of the North West quarter of Section Number Thirty Three, Except that part of the Town of Vernon that lies South of Main Street and included in the lots of said Town - including in all about four hundred acres More or Less. Also all the right title Claim and interest which the said Winborne has in and to the following described tract of land lying and being in Madison County aforesaid, and in the District of the land office of lands located at Mount Salus to Wit. The East half of the North West quarter, and the West half of the North East quarter of Section Number Thirty Three of Township Number Nine of Range Number One West, Containing in all about One hundred and fifty five acres More or Less. Also all the right, title, Claim and interest which the said Winborne has in and to the following Negroes - Slaves for life to Wit, Lucy aged 22, Bob aged 20, Tom aged 18, Robert aged 14, Gibbs aged 15, Willis aged 15, Ralph " 6, Nelly " 20, Aggy " 40, Tabitha " 16, Alex " 16, Ann " 17, Judy " 22, Malala " 20, Jarlind " 30, Robert " 24, George " 18, Alfred " 18, Washington " 19, Ben " 22. To Have and to Hold unto the said Gwin his heirs and assigns all and singular the right title claim and interest which the said Winborne has to the foregoing Premises. The same being and undivided Moiety of the Whole, The above Sale is made upon the following conditions - That is to say Whereas the aforesaid Gwin and Winborne heretofore purchased the above described property Real and personal in Partnership for the sum of Seventy eight Thousand Dollars to be paid for equally between them, and Whereas also the sum of twenty six thousand three hundred dollars has been paid upon the same - having still due about four thousand five hundred dollars still due, being part Principal and interest unpaid of the original purchase Money and whereas there are also due about four thousand five hundred dollars for expenses incurred upon said plantation since it has been owned by said parties, and Whereas also the said William M. Gwin has paid about twenty three thousand dollars of the amount already paid upon said Purchase as aforesaid, and the said Winborne being anxious to secure him from any loss or damage on the premises, and to reimburse him the amount which he has already paid over and above his proportional part, NOW If the said Winborne shall pay to the said William M. Gwin on or before the 21st day of March next all and singular the several sums of Money which the said Gwin has paid over above his equal or proportional share of the Purchase Money owing as aforesaid for the foregoing property, and if the said Winborne shall also pay his equal share or portion of the amount yet due of the original Purchase Money - as well as for expenses of the Plantation on or before the said 21st day of March

aforesaid, then this sale to be void otherwise to remain in full force and effect. ——— Given under my hand and seal, this day and year above written. Thirty dollars fifty" in Eleventh line 2nd page interlined before signing

Joseph McComfort — W. M. Newland (Seal)

State of Mississippi, Madison County } Personally appeared before me M. C. Cayce an acting Justice of the peace in and for said County W. M. Newland whose name is subscribed to the above and foregoing deed and acknowledged that he signed sealed and delivered the same on the day and year therein written as his act and deed.

Sworn to and subscribed before me this the 25th day March 1839 — M. C. Cayce J.P. } W. M. Newland

Dorrill Wright and Trust James A King } Received for Record 30th April & Recorded 8th June 1839

This Indenture Made this 30th day of April 1839 between Dorrill Wright of the County of Madison and State of Mississippi of the part and James A King of the County of Rankin and State aforesaid of the other part Witnesseth that for and in Consideration of the sum of five dollars in hand paid to the said Dorrill Wright by the said James A King the receipt whereof the said Dorrill Wright doth hereby acknowledge, the said Wright hath bargained and sold aliened and Confirmed to the said James A. King the following Negroes to Wit Fanny aged about twenty five years. Eliza aged about twenty four years Sidney a girl aged about twenty three years. Chana aged Nine years Tom aged Nine years. Margaret aged ten years and Elsey aged five years. To Have and to Hold the said Negroes to him the said James A King his heirs and assigns forever. and I the said Dorrill Wright hereby by these presents the title to the aforesaid Negroes against the Claim or Claims of all and every person whatsoever to the said James A King his heirs & assigns shall & will forever warrant and defend. It is hereby expressly agreed and stipulated that the aforesaid Negroes are Conveyed in Special Trust, to the said James A King for the following purposes to Wit, That Whereas the said Dorrell Wright is indebted to Samuel M. Puckett of the County of Rankin and State aforesaid in the sum of Nineteen hundred and twenty One dollars & Sixty Nine Cents by two promissory Notes the one amounting to Seven hundred and ninety Nine dollars & Sixteen Cents due the 1st day of January 1841 and the other amounting — Eight hundred and forty one dollars and forty Nine Cents due 1st day of January 1842. Now if the said Dorrell Wright shall well and truly pay to the said Samuel M Puckett, the aforesaid sums of Money due growing as aforesaid at the times specified in said promissory notes. then & in that Case the above Conveyance is to be void & of No effect. But if the said Wright should not pay to the said Samuel M. Puckett the Money due growing as aforesaid by the said Promissory Notes, then & in that Case the said James A King Trustee as aforesaid is to proceed to sell so Many or all of the said Negroes Conveyed in Special Trust as aforesaid as shall be sufficient to satisfy the Notes as they respectively fall due & Made as aforesaid by the said Wright & payable to the said Puckett, The said King Trustee as aforesaid first giving twenty days notice of such sale, which may be for Cash or on such Credit as the said Puckett may direct. It is hereby further agreed and stipulated by the parties aforesaid that the said D Wright is to retain possession of said Negroes until the said Notes fall due respectively as aforesaid, so long as he may remain with them in the County of Madison. & if they should be removed from the County of Madison it is to be done with the Consent of the said Puckett.

signed sealed and delivered the day and year first above written in the presence of
Test
L. G. Slaughter — Dorrell Wright {seal}

State of Mississippi } Personally appeared before me John T. Cameron Clerk of the
Madison County ss } Probate Court of said County the above named Dorrell Wright
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

Wm. L. Balfour Affidavit.

The State of Mississippi } Received for Record May 21st & Recorded 8th June 1839
Madison County ss } Personally appeared before me the undersigned Judge of Probate in
and for said County, William L Balfour who being duly sworn Deposeth and
sayeth that he — in his possession a Note to be delivered to James Cheatham he
Cheatham having paid the same. which Note was as follows. as well as this
affiant recollects, viz The Note was drawn by James Cheatham and payable —
& endorsed by James P. Clark for the sum of fifteen hundred dollars due 1st
March 1836. pay— and Negotiable at the Counting House of Reynolds Byrne
& Co New Orleans & and further this affiant states that he has lost out of his possession
or Mislaid said Note,

Wm. L. Balfour

Sworn & subscribed before me this
30th April 1839
Thos Shackelford
Judge of Probate

John J Henry
To
Miss & Rail Road Co } Received for Record May 21st & Recorded June 10th 1839

Know all men by these presents That I John J Henry of Madison County Mississippi for and in consideration of the sum of One Dollar to me in hand paid the receipt whereof is hereby acknowledged do hereby remise release and quit claim to the Miss & Rail Road Company and their successors forever the right of way for the passage of the Rail Road of said Company free from all hindrance or interruptions over and through my Eleven Acre Lot in or near Canton being the Lot I purchased of William D Henry provided the Road shall be located on the Eastern line of said Lot of Ground, to have and to hold the same to the use of the said Company during its legal Existence with all the rights and privileges Incident thereto according to the Charter of said Company. In Testimony whereof I have hereunto set my hand and affixed my Seal this 21st day of May Anno Domini 1839

In presence of
G W Cowell
Thos J Catchings

Jno J. Henry (Seal)

State of Mississippi } Personally appeared before me John T Cameron Clerk of
Madison County ss } the Probate Court of said County Thomas J Catchings one of the
Subscribing Witnesses to the within Deed who being duly sworn Deposeth and saith that
he saw John J Henry whose name is subscribed thereto sign seal and deliver said Deed on
the day and year therein mentioned that he this Deponent subscribed his name
thereto as a Witness in presence of said Henry and of the other subscribing witness who
also signed the same in presence of said Henry and of this Deponent on the day & year aforesaid. Given under my
hand & seal of office at Canton this 21st Day of May A.D. 1839

John T. Cameron Clerk

John Briscoe & Wife To E Dude

Received for Record May 27th & Recorded June 10th 1839

Heard & Dearing

This Indenture made and entered into this twenty first day of May A D 1839 between John Briscoe and Jane Briscoe his wife of the first part and Jesse Heard & John T Dearing merchants & partners under the firm & style of Heard & Dearing of the second part all of the county of Madison and State of Mississippi. Witnesseth That the said party of the first part for and in consideration of the sum of Eight hundred Dollars to them 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 is hereby acknowledged has this day granted bargained sold conveyed and confirmed and by these presents does grant bargain sell convey and confirm unto the said party of the second part their heirs and assigns forever the following Described lots or parcels of ground situate lying and being in the county of Madisons and State of Mississippi near to and south of the original boundary of the Town of Canton and Hudson and designated on the plat of Town lots laid off by said John Briscoe as Lots No Three and No Six in Square No Two, Bounded as follows, Viz (Beginning at a Stake on Union Street Joseph B Comforts North west corner, thence with said Comforts line due East two hundred feet, thence due North two hundred feet to the North East Corner of a lot heretofore conveyed by said John Briscoe to Gilmin & Webb, thence due West with Gilmer & Webbs line two hundred feet to Union Street thence south said Street two hundred feet to the beginning together with all the privileges and appurtenances thereunto belonging, To have and to hold the above described and hereby granted Premises with the appurtenances unto the said party of the second part their heirs and assigns to the only proper use and behoof of the said party of the second part their heirs and assigns forever, And the said party of the first part does covenant and agree to and with the said party of the second part that the aforegranted are conveyed free and quit of all incumbrances, and that they are and their heirs Executors and administrators shall forever warrant and defend the title in and to the above premises unto the said party of the second part their heirs Executors Administrators and assigns in fee simple forever against the lawful or Equitable claims and demands of all persons whatsoever, claiming or to claim the same or any part thereof. In testimony whereof the said John Briscoe and Jane Briscoe his wife have hereunto set their hands and affixed their seals the day and year first above written

John Briscoe (Seal)
Jane Briscoe (Seal)

The State of Mississippi
Madison County ss

Personally appeared before me John T Cameron Clerk of the Probate Court of said County the 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 the foregoing Deed as her voluntary act and deed without any fear threats or compulsion of her said husband

Given under my hand and Seal of Office at Canton this 27th Day of May A D 1839

John T. Cameron Clerk

William F Walker } Received for Record May 28th & Recorded June 11th 1839
To Bill Sale }
Friley Jones }

Know all men by these presents that I Wm F Walker of Madison County Mississippi in consideration of the sum of two thousand dollars to me in hand paide by Friley Jones of the State of Alabama, have this day bargained sold and delivered unto by these presents do bargain sell and deliver unto the said Friley Jones, one Mullatto slave named Harry aged about twenty eight years, and one Negro slave named Hannah aged about forty years which said slaves I hereby warrant & slave for life

In witness whereof I hereto subscribe my hand & affixed my seal this 27 day of May 1839

Signed sealed and delivered
in presence of
G W Lewis

W. F. Walker Seal

State of Mississippi }
Madison County } Personally appeared before Charles Moore one the Subscriber a justice of the peace in & for the State & County aforesaid the above named William F Walker who acknowledged the above instrument of writing to be his act and deed Given under my hand and seal this 27th day of May AD 1839

Charles Moore J.P. Seal

I. H. Whitehead Trustee } Received for Record May 27th & Recorded June 11 1839
To
A Branch }

This Indenture made this first day of March in the year of our Lord eighteen hundred and thirty nine, between Isaac H Whitehead of Madison County Mississippi, and trustee as hereinafter mentioned of the first part and Armstead Branch of the same County & State of the other part, Whereas by deed of trust made by John T Marshall and wife dated the twenty second day of april in the year of our Lord eighteen hundred and thirty seven, and duly recorded in the office of the Clerk of Probate Court of said County in Book D pages 476 & 477, by which said deed a certain Harvey M Walker was duly appointed and constituted trustee to sell the herein after described lands & premises for the uses & purposes and upon the times and conditions therein specified and whereas the said Harvey M Walker having become incapacitated to act in this behalf, the said Armstead Branch & one John T Bolter for whose use and in lieu of said conveyance was made, did on the nineteenth day of November Anno Domini eighteen hundred and thirty eight in accordance with the provisions of said deed of trust, appoint under their hands and seals the aforesaid Isaac H Whitehead to convey into effect the trusts and agreements contained in said deed, and whereas the conditions specified in said deed upon the happening of which the property therein mentioned was to be sold, have fully transpired & come to pass, the said trustee did therefore expose to public sale, to the highest bidder for cash, in the Town of Madisonville on the fourth day of February in the year first aforesaide, the following Lands & premises lying and being in Madison County aforesaid, to wit a House & Lot in the town of Madisonville fronting on Main Street twelve feet and running back one hundred feet to an alley and designated on the Map of said town as part of Lot together with all and singular the buildings & appurtenances thereto belonging or in any wise appertaining, having first duly given notice of such sale as required by said deed of trust, and whereas also at such sale the aforesaid Armstead Branch being the highest bidder for said property, became the purchaser thereof for the sum

of two hundred dollars, and hath been paide and satisfied the same & the said Trustee is therefore authorized to execute to him, a conveyance for the same. Now this Indenture Witnesseth that the said Isaac H Whitehead in consideration of the above recited premises and also of the sum of one dollar, hath granted bargained & sold, aliened enfeoffed conveyed and confirmed and by these presents do grant, bargain, & sell, alien, enfeoff, convey, and confirm unto the said Armstead V Branch the above described lands and premises together with the appertenances, To have the said lands & premises with all and singular the appertenances & buildings thereunto belonging or in any wise appertaining, unto the said Armstead V Branch his heirs and assigns forever

In Witness whereof the said Isaac H Whitehead trustee as aforesaid has hereto set his hand and affixed his seal the day and year first above written

Signed Sealed & delivered
In presence of me
the words "Designated on the
Map of said town as part of Lot
No Six being first interlined
S K Anderson

I. H. Whitehead (Seal)
acting Trustee

The State of Mississippi } Personally appeared before me the Subscriber
Madison County } a Justice of the Peace in & for the county afore
said the within Isaac H Whitehead and acknowledged that he signed
sealed and delivered the foregoing deed or instrument of writing as his act
and deed, for the purposes therein mentioned

Given under my hand and seal this 27th day of March
Anno Domini 1839

Henry Garrett J.P. (Seal)

Wm McGuire Marshal } Received for Record May 31st Recorded June 11 1839
To } Deed
Farley Jones }

This Indenture made and entered into this sixth day of May in the year of Our Lord one thousand eight hundred and thirty nine between William McGuire, Marshal of the Northern District of Mississippi of the one part, and Farley Jones of the State of Alabama & county of Macon of the other part witnesseth whereas several writs of fieri facias lately issued from the Circuit Court of the United States, for the District of Mississippi, directed to the said Marshall, at the suits of Hunter & Campbell To Gibbs Robbins Painter & others against the goods and chattels, lands and tenements, of Redrick O Hunter James R Russell Henry Garrett & Thomas J Smith all of which were Returnable to the May Term of said Court Eighteen Hundred & thirty Nine in all for the sum of four thousand four hundred & thirty dollars and Seventy Six & twelve said writs of fieri facias was levied on four Lots in the Town of Madisonville Viz 185 186 174 & 260, situate lying in the county of Madison & Town of Madisonville in the State aforesaid with the appurtenances, as the lands and tenements of the above named defendant Redrick O Hunter, and the said Marshall having given thirty days previous notice that the above described Lots in said Town 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 O Clock A M and four O Clock P M of said day, at the Court House of said County of Madison, did at the same time and place, offer said premises for sale at public auction and the said Farley Jones party of the second part, there and there appeared and bid for the premises

the Sum of five hundred & Twenty two dollars which said Sum was more than any other person offered or bid for the same; whereupon the said premises were struck off to the said Tiley Jones 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 five Hundred & Twenty Two dollars, to him the said Marshall in hand well and truly paide by the said Tiley Jones 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 Tiley Jones his heirs and assigns forever, all and singular the before described premises, hereditaments, privileges and appurtenances thereunto belonging or in anywise 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 Reuben P Hunter the above named defendant, of, in or to the same, unto the said Tiley Jones 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)
Marshal Southern Distrct
of Mississippi

The State of Mississippi
Madison County } Personally appeared before me Thos Shackelford Judge of Probate in and for said County William M Gwin Marshal Marshal of the Southern District of Mississippi, whose name is subscribed to the within and foregoing Deed who acknowledged that he signed sealed and delivered the same on the day and year therein written for the purposes therein specified

Given under my hande & seal on this 31st May 1839
Thos Shackelford
Judge of Probate (Seal)

(28)

William Wade & Wife
To Deed
Harvey W W Hill } Received for Record May 31st & Recorded June 11 1839

The William Wade and Hulda O Wade, have this day bargained sold and do hereby transfer and convey unto Harvey W W Hill, for the consideration of Sixty five thousand Dollars to me paid by the said Harvey W W Hill the following described tract or parcel of land in Madisone county State of Mississippi and bounded as follows to Wit Section Twenty five, the west half of the North west Quarter of Section thirty, the west half of the South west Quarter of Section thirty, the North west Quarter of Section thirty one, The East half of the South East Quarter of Section Twenty six The East half of North west Quarter of Section Twenty six, The South East Quarter of Section Twenty four The South west Quarter of Section Twenty four, and the remainder of said Section Twenty four except one Hundred and Eighty acres, belonging to Jesse Spencer The South half of the South east Quarter, and the South west Quarter in Section Twenty three The North half of the East Half of the North East Quarter and the west half of the South East Quarter Section Twenty Two, The South west Quarter of Section Twenty Two, And the North half of Section Twenty one and the East half South west Quarter Section Twenty one, and the East half of the North East quarter of Section Twenty and the east half of the South East Quarter Section Seventeen, all in Township Eight Range one and two East Also the following described tract or parcel of land in the Town of Madisonville, Known in the plan of said Town as lot number four Hundred and One containing thirty Seven acres and Eighteen Hundredths of an acre, being in the same county and State aforesaid, with all and singu

bar the appurtenances belonging to said land and bargained premises to have and to hold the same to the said Harry R. W. Hill his heirs and assigns forever. We do covenant with the said Harry R. W. Hill, that we are lawfully seized of the aforesaid land and bargained premises and have a good right to convey the same, we do further covenant, and and bind ourselves heirs executors administrators and assigns to warrant and forever defend the aforesaid lands and bargained premises and every part thereof to the Harry R. W. Hill his heirs and assigns forever against the lawful claims of all persons whatever. Witness our hand and seals this 2nd day of May in the year of our Lord one thousand Eight Hundred and thirty Nine

Interlineations and Erasures made before signing
Sect Thos. Noble
C. B. Lewis

William Wade (Seal)
Huldah E. Wade (Seal)

State of Mississippi
Madison County

Personally appeared before the undersigned Justice of the Peace in & for said County William Wade & Huldah E. Wade his wife & severally acknowledged that they signed sealed and delivered the within instrument of writing as their act and deed on the day and year therein mentioned

And I hereby certify that Huldah the wife of the said William Wade being by me privately examined acknowledged that she signed sealed and delivered the within instrument of writing as her act and deed and that she executed the same without any fear threats or compulsion from her said husband

Given under my hand and seal this 2nd day of May A D 1839

Henry Garrett J P (Seal)

Wm M. Gwin Marshal
To
E. Bond for Title

Received for Record May 31st Recorded June 1 1839

J. C. Tupper

Know all men by these presents that sale of one to wit on the 22nd day of April 1839 at a public sale made by me by virtue of a writ of fieri facias directed to the Marshal of the Southern District of Mississippi and issuing from the Circuit Court of the United States for that District at the suit of the United States of America against the goods and chattels lands and tenements of Gordon D. Boyd for the sum of fifty three thousand seven hundred and twenty dollars and fifty cents and fifty two dollars and forty eight cents costs of suit J. C. Tupper of the county of Madison and State of Mississippi having made the highest and best bid became the purchaser on the day and year aforesaid of the following described tract of land which had been seized upon and was sold under and by virtue of the execution aforesaid, To wit The west half of the North west quarter Section number twenty two and the East half of the North East quarter of Section number twenty eight all in Township number twelve Range five East for the sum of one hundred and fifty Nine dollars and forty eight cents to be paid in two equal annual instalments one half in twelve months the other half in two years from this date, for which several sums the said Tupper has executed his two promissory Notes dated on the same day of these presents, the one for seventy Nine dollars and seventy one cents due twelve months after date, the other for seventy Nine Dollars and Ninety seven cents due two years after date upon the payment of which said several Notes

the said Tupper will be entitled to a deed conveying as full and ample a title as the said Marshal under and by virtue of said execution has power and authority to make, In Witness whereof I William M Guin Marshal of said District have this 22nd day of April 1839 = Signed my name and affixed my Seal

Wm M Guin (Seal)
Marshal of the Southern
District of Mississippi

State of Mississippi }
Madison County } Personally appeared before me Thomas Shackelford Judge of Probate of the county of Madison aforesaid the above named William M Guin Marshal of the Southern District of Mississippi aforesaid who acknowledged that he Signed Sealed and delivered the above and foregoing instrument as his act and deed and for the purposes therein mentioned

Given under my hand and Seal this 28th day of May AD 1839

Thos Shackelford
Judge of Probate (Seal)

W. P. Cooke
To
Power of Attorney
E H Powell

Received for Record June 1st & Recorded June 11 1839
Canton Madison County Miss
31st May 1839

Know all men by these presents that I William P Cooke of the county of Madison State of Mississippi do hereby constitute and appoint, Edmund H Powell of the State & county aforesaid My true and lawful Attorney for me and in my name and in my stead to sign my name as his Security to any Note, Bond or other Obligations as well on any Forthcoming Bonds for any judgments that may be had against him In any Court or Courts in this State for any other kind of obligation and his act therein shall be obligatory on me in Law & Equity as tho done by myself in person

Given under my Hand & Seal

William P Cooke (Seal)

Test.

State of Mississippi }
Madison County } Personally appeared before me John T Cameron Clerk of the Probate Court of said County the above named William P Cooke who acknowledged that he Signed Sealed and delivered the forgoing Power of attorney on the day and year therein mentioned as his act and deed

Given under my hand & seal of office
Canton this 1st day of June AD 1839

John T Cameron Clerk

John S Wilkins
Deed
William Walker

Received for Record 25th & Recorded 27th June 1839
State of Mississippi
Hinds County

This Indenture Made and entered into this twenty first day of December in the year of our Lord One thousand eight hundred & twenty Nine Between John S. Wilkins of the County and State aforesaid of the one part, and William Walker of Madison County & State aforesaid of the other part, Witnesseth that the said John S Wilkins for and in Consideration of the Sum of One hundred dollars to him in hand Paid by said William Walker at and before the Signing & Sealing of these Presents hath granted, bargained, Conveyed and Confirmed unto the said William Walker his heirs and assigns forever, All that tract or lot of land lying and being in the County of Madison & State aforesaid known and designated as the West half of the North West quarter, of Section 26 Township No Five of Range Four East

of the Choctaw District, State aforesaid containing according to the returns of the Surveyor General Eighty acres, and Six hundredths of an acre, be the same more or less. To Have and to Hold the Same from me my heirs Executors, and administrators or assigns unto the said William Walker his heirs Executors, and administrators and assigns. And I the said John S. Wilkins for Myself My heirs Executors and administrators, unto the said William Walker the aforesaid tract or parcel of land will forever defend from any Person Claiming or to Claim the Same.

In testimony Whereof I the said John S. Wilkins hath hereunto set my hand and affixed My seal the 21st day of December aforesaid

John S. Wilkins {Seal}

The State of Mississippi } Personally appeared before me William Hamilton a Justice of
Hinds County set } the Peace & Ex Officio Notary Public for said County Henry G. Johnston
who having been duly sworn on the Holy Evangelists of Almighty God, deposeth and saith
that he believes the signature of John S. Wilkins to the annexed and foregoing Deed
Made by Said Wilkins to William Walker, on the 21st Day of December 1829 to be the
proper signature of said John S. Wilkins, and further this affiant saith he the
said Wilkins signed said Deed at the time that said acknowledgement purports
to having been taken before this affiant, and Most likely to have been in his Presence

Sworn to & subscribed before me this 21st Day of June 1839 } Henry G. Johnston

Wm Hamilton J.P. {Seal}

The State of Mississippi } Personally appeared before me Tooker S. Salmon an acting
Madison County } Justice of the Peace in and for the County and State aforesaid
the undersigned John W. P. McGinsey who makes Oath that he is informed and
believes that John S. Wilkins who signed the foregoing Deed, departed this life
better than four years since in the State of Virginia

Sworn to and subscribed before me } W. P. McGinsey
this 25th June 1839
T. S. Salmon J.P. }

Wilson Cooper } Received for Record June 20th & Recorded 1st July 1839
Deed Gift } State of Mississippi
Martha Cooper } Madison County } Know all men by these Presents that I Wilson
Cooper of the State and County aforesaid have given granted bargained sold and
conveyed, and do by these Presents give grant, bargain and sell and convey unto
My Daughter Martha Cooper for and in Consideration of the love and natural
affection which I have and bear to and for my said Daughter as well as one
dollar to me in hand paid the receipt whereof is hereby acknowledged the follow-
ing described Personal property to Wit, One Negro Girl Peggy aged about six
years, Also Emeline about one year old, Two Cows & Calves, Cows marked with an
Over slope and underbit in each ear, Branded (CO). with two C.s Calves branded
with (J) figure Sown, To Have and to Hold the above described personal property
with all the increase to My Daughter aforesaid to her own Proper use benefit and behoof
and the lawful heirs of her body, and to their use & benefit only and not to that
of any other Person whatsoever. And I the said Wilson Cooper Will forever warrant
and defend the title to the Same.

In testimony I have hereunto set My hand and affixed My seal
the twentieth day of April in the year of our Lord Eighteen hundred and thirty
Nine.

Wilson Cooper {Seal}

Signed sealed and delivered in Presence of and acknowledged before me the date above
written.

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

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

Given under my hand and seal of office at Canton this
20th Day of June A.D. 1839

{Seal}

John T. Cameron Clerk

Wilson Cooper } Received for Record 20th June & Recorded 1st July 1839
Deed of Gift } State of Mississippi
Columbus Cooper } Madison County } Know all men by these Present that I Wilson Cooper
of the State and County aforesaid have given granted bargained sold and conveyed unto
my son C. Columbus Cooper for and in Consideration of the natural love and affection
which I have and bear for said Son as well as One Dollar to me in hand paid
my said Son the receipt whereof is hereby acknowledged, the following described
Personal property to Wit One Negro boy named Richmond aged about thirteen years
One Grey Mare and her colt, Two Yoke of Oxen, Three Cows & Calves marked an over
slope and under bit in each ear Branded with two Cs (C.C.) To have and to
hold the above described Property unto him and his heirs forever, and I the
said Wilson Cooper will forever warrant and defend the title to the same.

In testimony whereof I have hereunto set my hand and affixed my
seal the Seventeenth day of April in the year of our Lord Eighteen hundred
and thirty Nine.

signed sealed and delivered in Presence of & acknowledged
before me the date above written
H. D. H. Lawson {J.P.}

Wilson Cooper {Seal}

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

Given under my hand and seal of office at Canton
this 20th day of June A.D. 1839

John T. Cameron Clerk

Wilson Cooper } Received for Record June 20th & Recorded 1st July 1839
Deed of Gift } State of Mississippi
Mary Cooper } Madison County } Know all men by these Presents that I Wilson
Cooper of the State and County aforesaid have given granted bargained and con-
veyed and do by these Presents give grant bargain and convey unto my daughter
Mary Cooper for and in Consideration of the natural love and affection which I
have and bear to and for my said Daughter as well as one dollar to me in hand
paid by my said Daughter the receipt whereof is hereby acknowledged the following
described Personal property to Wit. One Negro Woman by name Rachel, two Cows
& Calves, marked with an over slope and under bit, in each ear Branded (P)
with a P. To have and to hold the above described Personal property with
all its increase unto my said Daughter and the lawful heirs of her body for their
own Proper use and benefit, and to their use and benefit only and not to that of
any other Person whatever, And I the said Wilson Cooper will forever warrant
and defend the title to the same. In testimony whereof I have hereunto set my hand
and affixed my seal the seventeenth day of April in the year of our Lord Eighteen hundred and thirty Nine
signed sealed and delivered in Presence of and acknowledged
before me the date above written H. D. H. Lawson {J.P.}

Wilson Cooper {Seal}

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

Given under my hand and seal of Office at Canton this
{Seal} 21th Day of June A.D. 1839

John T. Cameron Clerk

Wilson Cooper } Received for Record June 21st & Recorded July 1st 1839
Deed of Gift
Columbus Cooper } This Indenture Made and entered into the Eighteenth day of April
in the year of Our Lord One thousand Eight hundred and thirty Nine Between Wilson
Cooper and Mary his Wife of the first part — C. Columbus Cooper (son of the
party of the first part) of the second Part, all of the County of Madison and State
of Mississippi, Witnesseth that the said Party of the first part, (Wilson Cooper &
his Wife) for and in Consideration of the natural love and affection which they have
and bear unto their said Son the Party of the second Part. and also for and in
Consideration of the Sum of Ten Dollars to them in hand Paid by the said party
of the second Part at and before the sealing and delivery of these Presents the re-
-ceipt whereof is hereby acknowledged, have given, granted, bargained and sold
and by these Presents doth give, give grant, bargain and sell & convey unto the
said Party of the second Part the following described land lying in the County
and State aforesaid designated as follows, The East half of the South East
fourth & the East half of the North East fourth of Section Number twenty seven
Township number Eleven of Range four East. Containing One hundred & fifty
Nine acres and One half More or less. together with all and singular the rights
Priviledges & appurtenances there unto belonging or in any wise appertaining. To Have hold
and enjoy the Same unto the said party of the second part his heirs and assigns
forever, and the said Party of the first part doth Covenant, for themselves their
heirs Executors & administrators to and with the Party of the second part, his heirs
& assigns, that they are lawfully seized of said land and that they will warrant
and defend the title against all lawful Claims whatsoever,

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

Wilson Cooper {L.S.}
Mary Cooper {L.S.}

State of Mississippi }
Madison County } Personally appeared before the undersigned Justice of the Peace in
and for said County and State the within named Wilson Cooper (Grantor), who ac-
-knowledged that he signed sealed and delivered the foregoing deed on the day and
year therein mentioned for the Purposes therein specified. Also the within named
Mary Cooper wife of the within named Wilson Cooper who on being examined by
me separate and apart from her said husband acknowledged that she signed
sealed and delivered the within deed freely & voluntarily without fear threat or
compulsion on the part of her said husband as her own act and deed for the
purposes therein specified on the day and year therein mentioned.

Given under my hand & seal this 22nd April 1839

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

Robert McMurray } Received for Record & Recorded July 1st 1839
Deed
James A. Cooper } This Indenture Made the third day of February in the year of our Lord One thousand Eighty hundred and thirty four, between Robert McMurray and his wife Mary of the County of Madison & State of Mississippi of the one part, and Jas. A. Cooper of the County and State aforesaid of the other part, Witnesseth that the said Robert McMurray for and in Consideration of the sum of One hundred dollars to him in hand paid well and truly by the said Jas A. Cooper the receipt whereof is hereby acknowledged, and thereof and therefrom doth acquit, release, exonerate and forever discharge the said Jas A. Cooper his heirs Executors and administrators hath granted bargained, sold, aliened, enfeoffed released, Conveyed & Confirmed, and by these Presents doth grant bargain, sell, alien, enfeoff, release convey and Confirm unto the said Jas A. Cooper, his heirs and assigns forever all the following described tract or parcel of land to Wit, the North half of the East half of the North East fourth of section No 2 Township No 10 of Range 3 East, Containing Ninty Eight and 4/100 acres all of which tract of land are situated in the County of Madison & State aforesaid, or which said tract of land said McMurray holds by Patents from the United States and all the Estate right, title, and title, interest, Claim and demand of the said Robert McMurray of in and to the said Premises hereby granted and every part thereof together with all and singular the rights, Privileges and appurtenances to the same belonging or in any wise appertaining and the rents issues and Profits thereof. To Have and to Hold the said Premises hereby bargained and sold or meant or intended so to be with the appurtenances to the said Jas A. Cooper, to the only Proper use benefit and behoof of the said James A. Cooper his heirs and assigns forever. And the said Robert McMurray for his heirs & executors & administrators doth Covenant grant and agree to and with the said James A. Cooper his heirs Executors, administrators and assigns, that he is the true and lawful owner of the Premises hereby granted and hath good right full Power and lawful authority to sell and Convey the same in Manner and form aforesaid, and further that he the said Robert McMurray his heirs Executors and administrators will warrant and forever defend the aforesaid Premises with their appurtenances and every part and parcel thereof unto the said James A. Cooper to the only Proper use benefit & behoof of the said James A Cooper his heirs Executors & assigns against all persons lawfully claiming or to Claim by from or under him them or any of them or by from or under any person or Persons whatsoever,

In Witness Whereof the said Robert McMurray together with Mary his wife Who hereby relinquishes her right of Dower in the Premises have hereunto set their hands and seals the day and year first written

Signed Sealed and delivered in Presence of us } Robert McMurray {L.S.}
Test William Anderson } Mary her McMurray {L.S.}
mark

The State of Mississippi, } Personally appeared before me William Anderson a
Madison County } Justice of the Peace in the County & State aforesaid the above named Robert McMurray who acknowledged that he signed sealed and delivered the foregoing deed on the day and year therein mentioned for the uses and purposes therein Contained, And at the same time appeared Mary McMurray wife of said Robert McMurray who acknowledged that she signed sealed and delivered the aforegoing deed as her voluntary act and deed at freely without any fear threats or Compulsion from her husband on being examined separate and apart from her husband

Given under my hand and seal this 3d day of February Anno thousand Eight hundred and thirty four.

William Anderson {J.P.}

Valentine Alford } Received for Record June 24th & Recorded 1st July 1839
Deed
Miss Rail Road Co. } Know all Men by these Presents that I Valentine Alford of Madison County Mississippi for and in Consideration of the Sum of One Dollar to me in hand Paid the receipt whereof is hereby acknowledged do hereby demise release and quit Claim to the Mississippi Rail Road Company and their successors forever the right of way for the passage of the Rail Road of said Company free from all hindrance or interruption over and through my lands in Sections No 28 and 29 in Township No Eighty Range Two East; and also through the North West quarter of Section No 12 in Township No 8 in Range two East in Madison County - Provided said Company shall so construct the Road as to Prevent Cattle from entering my Plantation without the building of lawfences. Provided further the said Company shall make a Depot on my land. To Have and to hold the same to the use of the said Company during its legal existence with all the rights and Privileges incident thereto according to the Charter of said Company

In testimony Whereof I have hereunto set our hands and affixed our seals this twenty second day of June A.D. 1839

In Presence of
B. A. Alderson
Thos Catchings

Valentine Alford {seal}
{seal}

The State of Mississippi } Personally appeared before me John T. Cameron Clerk
Madison County ss } of the Probate Court of said County Thomas J. Catchings one of the Subscribing Witnesses to the within Deed who being duly Sworn Deposed and said that he saw Valentine Alford whose name is Subscribed thereto sign seal and deliver said Deed on the day and year it bears date. that he then Deposited. And B. A. Alderson the other Subscribing Witness signed the same as such in Presence of said Alford and in Presence of each other on the day and year aforesaid.

Given under my hand and seal of Office at Canton this 24th Day of June A.D. 1839

John T. Cameron Clerk

James Dotson } Received for Record June 24th & Recorded July 8th 1839
Deed } State of Mississippi
William F. Walker } Madison County } Know all Men by these Presents that I James Dotson of the County and State aforesaid have this day for and in Consideration of the Sum of Two hundred and fifty five Dollars to me in hand paid the receipt whereof is hereby acknowledged Sold and by these Presents do sell and deliver unto William F. Walker of the County and State aforesaid all my right title Claim and interest in and to thirty feet of the South West End of Lot No One hundred and eleven (111) on Chickasawa Street running fifty feet back, together with all the improvements thereon in the Town of Madisonville in the County and State aforesaid the title of said lot I bind my self and assigns to warrant and defend unto the said William F. Walker his heirs and assigns forever.

Witness my hand and seal this 9th Day of February Eighteen hundred and thirty Nine.

Test,

James Dotson his x mark {seal}

The State of Mississippi } Personally appeared before the undersigned Justice of the Peace in & for said County James Dotson and acknowledged that he signed sealed and delivered the within instrument of Writing as his act and deed on the day and year therein Mentioned

Given under my hand and seal this 9th day of February A.D. 1839

Henry Garrott J.P.

Mercer Wadlington } Received for Recording Recorded July 2nd 1839
Deed } State of Mississippi } Vernon
Peter C. Gooney } Madison County } This Indenture Made and entered into this 2nd day of June in the year of our Lord One thousand Eight hundred and thirty two between Mercer Wadlington senior and his wife Polly of the one part, and Peter C. Gooney of the other part, all of the County and State aforesaid. Witnesseth that the said Mercer Wadlington Senr and his Wife Polly for and in Consideration of the sum of five hundred and fifty dollars to them in hand paid by the said Peter C Gooney the receipt whereof is hereby acknowledged, and the said Mercer Wadlington Senr and his wife Polly, their heirs Executors and administrators forever released and discharged therefrom by these Presents have sold Conveyed and Confirmed and by these Presents do grant sell Convey and Confirm unto the said Peter C Gooney his heirs and assigns forever. All that tract or Parcel of land (to Wit) The West half of the North East quarter in section Ninety three, Township Nine of Range One West, Containing by estimation Seventy Nine, Seventy five hundredth Acres be the same More or less. together with all and singular the appurtenances, hereditaments, Privileges and advantages whatsoever, belonging or in any wise appertaining, unto the above described Premises, and also all the Estate, right, interest title and Property whatever, either at Law or in equity of them the said Mercer Wadlington Senr and his wife Polly, of in and to the same, To Have and to hold the above bargained and described Premises with the appurtenances unto the said Peter C. Gooney his heirs and assigns forever. And the said Mercer Wadlington and his wife Polly their heirs Executors and administrators do Covenant grant Promise and agree to and with the said Peter C Gooney his heirs and assigns against the said Mercer Wadlington and his wife Polly, and against all Persons lawfully or equitably Claiming or to Claim said Premises or any Part thereof by from or under him or them or any of them, shall and will warrant, and by these Presents forever defend.— In Witness Whereof the said Mercer Wadlington and his wife Polly have hereunto set their hands and seals the day and date above Written

Leon L. Duncan Witness, Mercer Wadlington {Seal}
Mary Wadlington {Seal}

The State of Mississippi }
Madison County } Personally appeared before me H. A. Foster an acting Justice of the Peace in and for said County Mary Wadlington who being duly sworn deposeth and saith. that Mercer Wadlington the Maker of the foregoing Deed was her husband and that he is dead - having departed this life on the twenty fourth day of April 1839 - and that the signature appended to said deed is in his own proper hand writing, and that to the best of her Knowledge and belief he signed sealed and delivered the same for the purposes therein Contained and set forth.

Sworn to and Subscribed before me this Mary Wadlington.
1st day of July A.D. 1839
H. A. Foster J.P.

State of Mississippi }
Madison County } Personally appeared before me H. A. Foster an acting Justice of the Peace in and for said County Mary Wadlington who acknowledged that she signed sealed and delivered the foregoing deed as her voluntary act and deed without any fear threats or Compulsion from her said husband

Given under my hand and seal 1st day of July A.D. 1839
H. A. Foster J.P. {Seal} Mary Wadlington.

Rankin Co.

M. C. Robinson Power of Attorney Burrus Healy } Received for Record June 25th & Recorded 3rd July 1839
State of Mississippi } June the 7th 1839
Madison County } Know all Men by these Presents that I have this day appointed Burrus Healy of the County and State aforesaid my true and lawful attorney to do and Perform and transact all of My business, or any part thereof that he may think Proper to attend to within the State of Mississippi; and I do hereby delegate to him all the rights and Powers to act for me, that I would have were I personally Present my self to sign my name and use my seal in all matters in relation to the settlement and final adjustment of any Part or all of my unsettled business within the limits of the State of Mississippi; and to sell and dispose of My interest in a steam Saw Mill, and all the Property attached thereto consisting of Waggons and Oxens and Stock of Hogs and lumber that is now sawed or that may hereafter be sawed including all the Books and Book accounts with Notes and all other Claims and debts that may be due and coming to said Mill firm of M. C. Robinson & Co. which have heretofore existed, and all Monies that is collected or that may hereafter be Collected coming to said due said firm or the Present owners of said steam Saw Mill, And the Powers above granted and allowed to the said Burrus Healy is also extended to him to sell and make good and sufficient titles to all that tract or Parcel of land Known as the steam Saw Mill tract, and described as follows. Lots Number One, Two three and four of Section Eighth. The West half North West quarter, & the West half South West quarter, and the North East quarter section Seventeen. The North West quarter of Section Twenty one, and Lots Number One, Two, Six and Seven in section Eighteen, Also Lots Number One and Seven in Section Seven all in Township Seven of Range three East, in Rankin County, Containing Eleven hundred Ninety four acres & 87/100 of an acre More or less. All of Which I have a full third part, of said steam Saw Mill, and all the Property thereto belonging including the above described land, with the exception of Lots number One and two of Section Eighth Township Seven of Range three East, which is in whole My Property, and any other lands or Matters not here Mentioned is fully and legally under the direction and disposal of the said Burrus Healy as above described.

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

In Presence of D. N. Haley } Montgomery C. Robinson {Seal}

State of Mississippi
Madison County } Personally appeared before me Gideon Bass acting Justice of the Peace in and for said County Montgomery C. Robinson who acknowledgeth that he signed sealed and delivered the foregoing Power of attorney as his act and deed for the Purposes therein Mentioned to the said Burrus Healy.

Given under My hand and seal this the Eighth day of June A.D. 1839

Gideon Bass {J.P.}

M. C. Robinson Deed Burrus Healy } Received for Record June 25th & Recorded July 3rd 1839
This Indenture Made this Eighth day of June in the year of our Lord One Thousand Eight hundred and thirty Nine Between Montgomery C. Robinson of the County of San Augustine Republic of Texas of the first part and Burrus Healy of the County of Madison and State of Mississippi of the Second Part, (Witnesseth) that the said Montgomery C. Robinson for and in Consideration of the sum of two thousand dollars to him in hand Paid (the receipt whereof is hereby acknowledged) has this day granted, bargained, Sold, aliened, and Conveyed, and

by these Presents does grant bargain sell, alien and convey unto the said Burrus Healey his heirs and assigns all that tract or parcel of land lying and being in the County of Madison State of Mississippi and described as follows. (to wit) The West half of the North East quarter, and the North West quarter of Section One Township Seven Range two East. Containing $244\frac{33}{100}$ acres, The North East quarter of Section two, Township Seven Range two East, Containing One hundred and Sixty Eight acres with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining, and all the Estates right title interest claim and demand whatsoever of him the said Montgomery C. Robinson of in or to the said lands and the Premises. To Have and to hold the said lands and whatsoever in this deed mentioned and every part and parcel thereof with the appurtenances unto the said Burrus Healey his heirs and assigns to the only proper use and behoof of the said Burrus Healey his heirs and assigns forever, And the said Montgomery C. Robinson for himself and his heirs the said lands and whatsoever conveyed by this deed and every part and parcel thereof against himself and his heirs and all and every person whatsoever will warrant and forever defend to the said Burrus Healey his heirs and assigns.

In Witness Whereof the said Montgomery C. Robinson has hereunto set his hand and affixed his seal the day and year above written

Montgomery C. Robinson {Seal}

State of Mississippi
Madison County } This day personally appeared before me the undersigned one acting Justice of the Peace in and for the County and State aforesaid Montgomery C Robinson who acknowledged that he signed sealed and delivered the foregoing deed for the purposes and considerations therein contained to the said Burrus Healey. — Given under my hand and seal this the 8th Day of June A.D. 1839

Gideon Bass {J.P.}

William E. Harrold Sued Miss Rail Road Co. } Received for Record June 20th & Recorded 3rd July 1839

Know all men by these Presents that I Wm E Harrold of Madison County Mississippi, for and in Consideration of the sum of One dollar to me in hand paid, the receipt whereof is hereby acknowledged do hereby demise, release and quit Claim to the Mississippi Rail Road Company and their Successors forever the right of way for the Passage of — Rail Road by said Company free from all hindrance or interruption over and through the North half of the West half of the North West quarter of Section No 31. in Township No 9 in Range No 3 East in Madison County; Provided the said Company shall construct a good Crossing for Waggons over the said Road at any point on said land that may be designated by the said Wm. E Harrold. To Have and to hold the same to the use of the said Company during its legal existence with all the rights and Privileges incident thereto according to the Charter of said Company.

In testimony Whereof I have hereunto set my hand and affixed my seal this twenty Sixth day of June A.D. 1839

Wm. E. Harrold {seal}

The State of Mississippi
Madison County ss } Personally appeared before me John T. Cameron Clerk of the Probate Court of said County the above named William E Harrold 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 26th Day of June A.D. 1839

{Seal}

John T. Cameron Clerk

Willis Walton } Received for Record June 26th & Recorded July 3rd 1839
Deed
Miss. Rail Road Co. } Know all Men by these Presents that I Willis Walton of Madison County Mississippi for and in Consideration of the sum of Two Dollars to me in hand paid the receipt whereof is hereby acknowledged do hereby demise, release and quit Claim, to the Mississippi Rail Road Company and their successors forever the right of way for the Passage of the Rail Road of said Company free from all hindrance or interruption over and through the East half of the South West quarter, of Section No 30. and the North half of the East half of the North West quarter of Section No 31 in Township Nine Range three East in the County of Madison, Provided the said Company shall Construct a good Crossing for Waggons at any Point which the said Walton or his assigns may designate on said land. Provided also that on the Depot of said road shall be located either on Centre Street or the Street running East and West in front of the Post office this Deed shall be null and void. To Have and to hold the Same to the use of the said Company during its legal existence, with all the rights and Privileges incident thereto according to the Charter of said Company.

In testimony Whereof I have hereunto set our hands and affixed our seals, this twenty fifth day of June A.D. 1839.

In Presence of
James Ware Jr
Thos. J. Catchings

Willis Walton {seal}

The State of Mississippi } Personally appeared before me John T. Cameron Clerk of the
Madison County ss } Probate Court of said County James Ware Jr One of the subscribing Witnesses to the Written Deed who being duly Sworn Deposed and said that he saw Willis Walton whose name is subscribed thereto sign seal and deliver said Deed on the day and year therein Mentioned — that he this Deponent and Thomas J. Catchings the other subscribing Witness signed the Same as Witnesses in Presence of said Walton and in Presence of each other on the day and year aforesaid. —

{seal}

Given under My hand and seal of office at Canton this 26th Day of June A.D. 1839

John T. Cameron Clerk

Willis B. Wade } Received for Record June 28th & Recorded July 3rd 1839
Deed
Miss. Rail Road Co. } Know all Men by these Presents that I Willis B. Wade of Madison County Mississippi for and in Consideration of the sum of Two Dollars to me in hand Paid the receipt whereof is hereby acknowledged do hereby demise release and quit Claim, to the Mississippi Rail Road Company and their Successors forever the right of Way for the Passage of the Rail Road of said Company free from all hindrance or interruption over and through My lands in Section No One in Township No 8 in Range No 2 East, also my lands in Section No Six in Township No 8 in Range No Three East, on the line Surveyed by B. A. Nelson Esq on the 27th Inst, reserving to my self the Preference in doing the grubbing and grading the said Road through my land and the land belonging to the heirs of Wm Compton deceased at the lowest and best responsible bid, Provided the Company shall Construct the road so as to Prevent Cattle from Passing in or out of Any enclosure without Cross fences. Provided further the Company shall make a good and Convenient Crossing Way for Waggons on said Road at any Point on my land that I may designate for my use. Provided also the Company shall Purchase from me at a fair Price any timber that may be needed from My land in the Construction of said Road. To Have and to Hold the Same to the use of said Company during its legal Existence with all the Rights

and Privileges incident thereto, according to the Charter of said Company.

In testimony whereof I have hereunto set my hand and affixed my seal this twenty eighth day of June A.D. 1839

In Presence of B. A. Alderson
Thos J. Catetings

W. B. Wade {L.S.}

The State of Mississippi } Personally appeared before me John T. Cameron Clerk of the
Madison County } Probate Court of said County Thomas J. Catetings one of the subscribing witnesses to the within Deed who being duly sworn deposed and said that he saw Willis B. Wade whose name is subscribed thereto sign seal and deliver said deed on the day and year it bears date, that he this deponent and B. A. Alderson the other subscribing witness subscribed the same as such in presence of said Wade and in presence of each other on the day and year aforesaid

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

{Seal}

John T. Cameron Clerk

✓ William M. Headen
Deed Trust
William Harris

Received for Record June 26th & Recorded July 3rd 1839

State of Mississippi
Madison County } This Indenture Made and entered into this 18th day of January A.D. 1839 between William M. Headen of the first Part, T. J. Tuppher & John H. Rollins of the second part, and William Harris of the third part Witnesseth: that Whereas the said William M. Headen is justly indebted to the said William Harris in the sum of twenty two thousand, two hundred and Eighty dollars and ten Cents, for which sum the said Headen has given to the said Harris four several Promissory Notes, bearing even date with these Presents and negotiable and Payable at the Commercial Bank of Natchez at Natchez (to wit) One Note for twelve hundred Eighty & 10/100 dollars, made by said Headen, and due on the first day of January A.D. 1841. One Note for Six thousand dollars, made by said Headen and others his Securities, and due on the first day of January A.D. 1841. One Note for Six thousand Dollars made by said Headen and due on the first day of January A.D. 1842, and One Note for Six thousand dollars made by said Headen and due on the first day of January A.D. 1843 — also another Promissory Note made by J. H. McDaniel Payable to William M. Headen and endorsed by him, for three thousand Dollars, dated the 5th Day of January A.D. 1839 and due on or before the first day of January next thereafter, which Debts the said William M. Headen is desirous to secure to the said William Harris, as the same shall respectively become due and Payable — Now this Indenture Witnesseth that for and in Consideration of the Premises, and for the further Consideration of Ten Dollars to the said Headen in hand Paid by the said Tuppher and Rollins, the receipt whereof is hereby acknowledged, he the said William M. Headen has bargained, Sold and Conveyed, and by these Presents doth bargain, sell alien, enfeoff and Convey unto the said Tuppher and Rollins the following tracts or Parcels of land Situated in the County aforesaid and Thereon and designated as the N½ E½ of N.E¼ of Sec No 13. Township No 8 Range 2 East, Containing 38 23/100 acres, and the N½ W½ N.E¼ Sec 13. T. 8. R. 2 East containing 38 21/100 acres, E½ N.E¼ of Sec No 12. T. No 8 of Range No 2 East, Containing 77 50/100 acres, The N.E¼ of Sec No 7. T. 8 of Range No 3 East, Containing 159 50/100 acres, The N.E¼ of Sec No 6. T. No 8 of Range 3 East containing 158 50/100 acres: The W½ of N.E¼, and E½ N.E¼ of Sec No 12 T. No 8. Range 2 East Containing 155 25/100 acres according to the official Plat of the Survey of said land together with all the improvements and hereditaments thereunto belonging. To Have and to hold unto the said Tuppher and Rollins or their legal representatives, the aforegranted Premises & all improvements thereon

Also for the Consideration aforesaid he the said William M. Harden hereby doth bargain sell and convey unto the said Tupper and Rollins the following named Negro Slaves now on the Premises above conveyed, and which are hereby warranted Slaves for life (to wit) Willis. Nancy & Child. Benjamin, Nash. Sam. Milly. Martha Eliza, Billy, Clara & Child, Harriet, Amy. Watt, Johnson. Stephen. Lucky & Child. Mira, Abram, Henry. Napoleon — And the said William M. Harden hereby covenants and agrees with the said Tupper and Rollins, and their legal representatives that he is seized in fee of the aforegranted Premises, that the same are conveyed free and quit of all incumbrances, and that he will warrant and forever defend the same to the said Tupper and Rollins against all Persons whatsoever —

This Conveyance however is made upon the following trusts limitations and Conditions (to wit). It is agreed by and between the aforesaid Parties, that if the said William M. Harden shall well and faithfully Pay off and discharge the aforesaid Notes at the time they shall respectively fall due and Payable, then this Conveyance shall be wholly Cancelled, void and of no effect — But if the said William M. Harden shall make default in the Payment of either of the aforesaid Notes, or if either of the aforesaid notes shall remain unpaid at the time the same shall fall due, It shall be the duty of the said Tupper and Rollins or either of them or their legal representatives, and they or either of them are hereby fully authorized and empowered so to do, upon being thereto required by the said William Harris, his assigns or legal representatives, at the end of twelve Months after such default shall have been Made, or such Note shall remain unpaid as aforesaid to enter and take Possession of sufficient of the aforesaid land and Negroes, to Pay off and satisfy whatever may be at that time due and Payable, on the aforesaid Notes, and after giving ten days ~~notice~~ Previous Notice of the time and Place of sale in some Public Newspaper in said County, the said Tupper and Rollins or either of them shall Proceed to sell at Public Auction, at the Court house Door in the Town of Canton to the highest bidder for Cash the Property taken into Possession for the Purposes aforesaid, and the Proceeds of said sale after Paying the expenses thereof, shall be appropriated to the Payment (as far as it will go) of the aforesaid Notes, — And the same Course shall be Pursued as above set forth until the whole of the aforesaid debt of twenty two thousand two hundred and Eighty and 100 Dollars shall have been fully paid off and satisfied, Provided, and it is hereby further agreed that the said William Harris may if he thinks proper or his assigns or legal representatives may receive from the said William M. Harden, a Part Payment of any or either of the aforesaid Notes, or he may receive a renewal and may extend the time of payment thereon, and in such Case it is hereby expressly understood and agreed that the lien herein conveyed is not effected thereby, but that upon the Notes Partially Paid, or upon the Notes thus renewed wherein the time may have been extended, the same Proceedings shall be had under this Conveyance, and these Covenants to enforce the Payment thereof as is above described and set forth. It is further agreed by the Parties aforesaid, that the said William M. Harden shall retain quiet Possession use and Profits of the aforesaid premises, and the Negro Slaves aforesaid (Provided the said Slaves shall not be conveyed out of the County of Madison) until default shall be made in the Payments aforesaid and until the said William Harris or his legal representatives shall request the said Tupper and Rollins or either of them or their legal representatives to take possession and sell in accordance with the aforesaid agreements and Provisions. As Witness our hands and seals this day and year first above Written.

Wm. M. Harden (Seal)
T. C. Tupper (Seal)
John H. Rollins (Seal)
William Harris (Seal)

State of Mississippi } Personally appeared before me the undersigned Justice of the Peace in and
Madison County } for said County the above named William M. Hearn, and William Harris
who acknowledged that they signed sealed and delivered the foregoing deed for the
purposes therein named as their act and deed. And at the same time and place came
the above named. L. G. Tufflin. and John H. Rollins who acknowledged that they
signed the said deed and accepted the second trust in them reposed by said deed in them

Witness my hand and seal this the 18th day of January A.D. 1839

M. G. Cayce J.P. {Seal}

Caroline Mills } Received for Record June 29th & Recorded July 4th 1839
Relinquishment } The State of Mississippi }
L. D. Mills } Madison County ss } Know all Men by these Presents that I Caroline
Mills of the County of Madison & State of Mississippi aforesaid, wife of Ladson D. Mills of
the same County & State, for and in Consideration that the said Ladson D. Mills has this day
relinquished, quit Claimed and forever given up all right title and interest whatsoever
in and to all the Estate real and Personal which he acquired and became Possessed
of by virtue of his intermarriage with me, and for the further consideration that by
and from the sealing & delivery of these Presents he the said Ladson D. Mills has
forever relinquished & given up all Claim to or Control of my liberty services or
Person acquired by virtue of said intermarriage in the character of husband, or to
or of the Custody, services, education or Control as father, Guardian or Protector of
the offspring of said intermarriage — these this day remised released & forever quit-
claimed & by these Presents do remise, release & forever quit Claim unto the said Ladson
D. Mills his heirs & assigns forever all the dower & thirds & right & title of dower &
thirds & all other right, title, interest, Property, Claim and demand whatsoever
in law & Equity of in & to the following described lands to Wit, the W½ of N.E¼
E½ of N.W¼, W½ of S.E¼, E½ of S.W¼ of Section 36, Township 5 Range 2 East,
and the E½ of N.E¼ of Section 1 Township 7 & Range 2 East, Also the North ½ of
lot 5 of Section 6 Township 7 & Range 3 East, also lot No 3 of Section 5 Township
7 & Range 3 East, also lot No 4 of the same Section, Township & Range, also the S½ of
Lot No 1 of Section 6 Township 7 & Range 3 East, containing in all five hundred
& thirty acres more or less — as also of all Estate real and Personal of which he
the said Ladson D. Mills was at the time of his intermarriage or during Coverture
Seized of Possessed or may hereafter acquire or become Seized or Possessed, where-
soever the same may lie & be situated, so that I the said Caroline Mills my heirs
Executors, administrators or assigns, nor any other Person or Persons for me
them or any of them, have, claim, challenge or demand, or pretend to have claim chal-
lenge or demand any dower or thirds or any other right, title Claim or demand of
in or to the same or any Part or Parcel thereof in whosoever hands Seizure or
possession the same may or can be, but thereof & therefrom shall be utterly barred
and excluded forever by these Presents,

In testimony whereof I have hereunto set my hand & affixed my seal
this 28th day of June A.D. 1839

The State of Mississippi } Caroline Mills {Seal}
Madison County ss } Personally appeared before me John T. Cameron Clerk of the Probate
Court of said County the above named Caroline Mills who on a Private examination separate
and apart from her husband acknowledged that she signed sealed and delivered the foregoing
Deed and relinquishment of Dower as her voluntary act and deed freely and without
any fear threats or Compulsion of her said husband on the day and year therein men-
tioned. and for the Purposes therein Particularly specified. Given under my hand and seal
{Seal} of office at Canton this 28th day of June A.D. 1839

John T. Cameron Clerk

Isaac Anderson } Received for Record 1st & Recorded 4th July 1839
Deed of Gift
Jas M. Anderson } State of Mississippi
Madison County } Know all men by these Presents that I Isaac Anderson of the County and State aforesaid for and in Consideration of the natural love and affection which I have for my son James Monroe Anderson, and also for and in Consideration of the sum of fifty dollars, as well as the faithful manner in which my said son James Monroe has worked for me, and for the support of my family have given granted, alienated, released and Confirmed, and by these Presents do give, grant, alienate, release & Confirm unto my son the said James Monroe his heirs and assigns all and singular the following the following described Property Constituting all my Personal Estate now in my possession, and which Property it is my wish and intention to give & grant to my son as aforesaid. Viz That is to say. The Cotton when gathered at this time growing on the land where I now reside there being about 33 acres of the same, Also the Corn when gathered on about thirty two acres on the same place, which land has been Purchased from me by John B. Moore. Also thirty three head of Cattle, and one yoke of Oxen, One two horse Wagon, seven head of horses (one of them a stable horse) Also a Negro boy Slave Harry about forty years old, having a very stout form, and dark black Complexion, Also Eliza a Negro Woman Slave about thirty eight years old of dark Complexion & stout, also forty five head of Hogs. And all the right, title, interest and Property, Claim or demand which I now had or may now have in or to the same, or to any Part thereof, To Have and to hold all the foregoing described Personal Estate, as well as any Part of the Estate above mentioned as may Pertake of the Realty granted & Conveyed unto the said James Monroe Anderson my son as aforesaid his heirs and assigns to the only Proper use and behoof of him and them forever, July the first A.D. 1839

Given under my hand and seal and signed sealed and delivered the day and year above written in the Presence of

as. Saml. R. Black } Isaac his X mark Anderson {seal}
Jno B. Moore

State of Mississippi } Personally appeared before me T. S. Salmon Esquire a Justice
Madison County } of the Peace of the County aforesaid the within named Isaac Anderson who acknowledged that he signed sealed and delivered the foregoing deed of gift on the day and year therein Mentioned as his act and deed.

Given under my hand and seal this first day of July A.D. 1839

T. S. Salmon J.P. {Seal}

James B. Rupell } Received for Record 1st & Recorded July 4th 1839
Deed
Miss. Rail Road Co } Know all men by these Presents that I B Rupell of Madison County Mississippi for and in Consideration of the sum of One Dollar to me in hand paid the receipt whereof is hereby acknowledged do hereby demise, release and quit Claim to the Mississippi Rail Road Company, and their Successors forever the right of way for the passage of the Rail Road of said Company free from all hindrance or interruption over and through the East half of the South West quarter, and the South half of the East 1/2 of the North West quarter of Section No Thirty One in Township No Nine in Range No Three East in Madison County on the Easton line surveyed into Canton reserving to myself the Preference in doing the grading and gravelling of said Road to the Depot in Canton at the lowest and best responsible bid for said work. Provided the said Company shall so construct the said Road as to Prevent cattle from going in or out of my enclosure without lawful fences. Provided further the said Company shall purchase from me any timber that shall be needed from my land in the Construction of said Road through my

lands at a fair Price — the said Eastern line was surveyed by Mr Alderson on Friday the 28th June 1839. To have and to hold the same to the use of the said Company during its legal existence, with all the rights and Privileges incident thereto, according to the Charter of said Company.

In testimony whereof I have hereunto set our hands and affixed our seals this first day of July A.D. 1839

James B. Ruffell {Seal}

The State of Mississippi } Personally appeared before me John T. Cameron Clerk of the
Madison County ss } Probate Court of said County Thomas J. Catetings one of the subscribing Witnesses to the within Deed who being duly sworn deposed and said that he saw James B. Ruffell whose name is subscribed thereto sign seal and deliver said Deed on the day and year it bears date, that he this Deponent and B. A. Alderson the other subscribing Witness subscribed the same as witnesses in presence of said Ruffell and in Presence of each other on the day and year above referred to.

Given under my hand and seal of Office at Canton this 5th day of July A.D. 1839

John T. Cameron Clerk

Geo. W. House
Deed
R. M. Williamson } Received for Record 2nd & Recorded 5th July 1839

This Indenture Made and entered into this twenty first day of January in the year of our Lord One Thousand Eight hundred and thirty Nine by and between George Washington House and Mary House his Wife of the County of Hinds and State of Mississippi of the first Part, and Ruffell McCord Williamson of the County of Madison and State aforesaid of the second Part. Witnesseth that for and in Consideration of the Sum of Two Thousand Eight hundred and fifty dollars to the said George Washington House and Mary House his Wife in hand paid by the said Ruffell McCord Williamson, the receipt whereof is hereby acknowledged, the said George Washington House and Mary his Wife, have ~~bargained~~ sold, transferred and conveyed, and by these Presents do bargain sell transfer and convey to the said Ruffell McCord Williamson the one undivided third part of a certain tract or Parcel of land situate lying and being in the County of Madison aforesaid on the Waters of Bount Corn Creek and on the Main road from Livingston to Vernon and better known and described on the tract Books and General Plan of the Mount Salus or Choctaw land District, as the South half of the South West quarter, and the West half of the South East quarter, and the East half of the South East quarter, with the Exception of ten acres taken from the North end of said Eighths by a line running East and West, all in Section Twenty Seven, and the West half of the South West quarter, with a similar piece excepted out of it, and the South half of the East half of the South West quarter, and the South half of the West half of the South East quarter of Section Twenty Six, all in Township Nine and Range One West of the Meridian, To Have and to hold the said lots and Parcels constituting said tract of land of Three hundred and Eighty acres more or less, with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining to the said Ruffell McCord Williamson his heirs and assigns forever, from the said George Washington House and Mary House his wife their heirs, Executors and assigns forever in fee simple. And the said George Washington House and Mary House his Wife by these Presents Covenant to warrant and defend the right and title to the undivided one third of the above described tract of land to the said Ruffell McCord Williamson his heirs and assigns forever, against the Claim or title of all and every Person or

Persons Claiming or to Claim the same either at law or in Equity.

In Witness whereof the said George Washington House and Mary House his Wife have hereunto set their hands — seals the date first above written

Geo. W. House {seal}
Mary House {seal}

State of Mississippi
Hinds County } Personally appeared the above named George Washington House and Mary House before me the undersigned Judge of Probate for the County aforesaid and acknowledged that they signed sealed and delivered the foregoing deed on the day and year it bears date for the purposes therein expressed.

Given under my hand & seal this 21st Day of January 1839

Henry G. Johnston {seal}

State of Mississippi
Hinds County } Personally appeared the said Mary House Wife of the said George Washington House before me the undersigned a Judge of the Probate Court of the County aforesaid, and being by me Privately examined separate and apart from her said husband she acknowledged that she signed sealed and delivered the foregoing instrument of Writing as her voluntary act and deed for the purposes therein expressed freely without any fear threats or Compulsion of her said husband.

Given under my hand & seal this 21st Day of January 1839

Henry G. Johnston {seal}

Wm. H. Washington Received for Record 2nd & Recorded 5th July 1839

Deed
R. M. Williamson } This Indenture made and entered into this twenty first day of January in the year of Our Lord Eighteen hundred and thirty nine by and between William H. Washington and Louisa his Wife of the County of Rankin and State of Mississippi of the first Part, and Russell M. Williamson of the County of Madison & State aforesaid of the second Part. — Witnesseth That for and in consideration of the sum of Two Thousand Eight hundred dollars to the said William H. Washington and Louisa his Wife in hand Paid by the said Russell M. Williamson the receipt whereof is hereby acknowledged the said William H. Washington and Louisa his Wife have bargained, sold transferred and Conveyed, and by these Presents do bargain, sell, transfer and Convey to the said Russell M. Williamson the one undivided third Part of a Certain Tract or Parcel of land situate lying and being in the County of Madison aforesaid. And better known and described as follows. to wit, The South half of the South West quarter, and the West half of the South East quarter, the East half of the South East quarter, with the exception of ten acres taken from the North end of said Eighths by a line running East & West all in Section twenty seven. And the West half of the South West quarter with a similar Piece excepted out of it. And the South half of the East half of the South West quarter, And the South half of the West half of the South East quarter of section twenty six, all in Township Nine of Range One West of the Meridian —

To Have and to Hold the said lots or Parcels constituting said Tract of land containing in all Three hundred & Eighty acres More or less. with all & singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining to the said Russell M. Williamson his heirs Executors Administrators or assigns forever, from the said William H. Washington and Louisa his wife their heirs. Executors. Administrators and assigns in fee simple, and the said William H. Washington and Louisa his wife by these Presents covenant to warrant & defend the right and title to the above described undivided one third of the said Tract or Parcel of said land to the said Russell M. Williamson his heirs and assigns forever against the Claim or title of all and every

Person or Persons claiming or to claim the same either at law, or in Equity.

In testimony whereof the said William H. Washington and Louisa his Wife have hereunto set their hands and affixed their seals the day and year above written.

W. H. Washington {seal}
Louisa Washington {seal}

The State of Mississippi
Rankin County } Personally appeared before me the undersigned Clerk of the Circuit Court in & for said County the within named William H. Washington, who acknowledged that he signed, sealed and delivered the within deed as his act and deed on the day & year therein mentioned

Given under my hand & seal this 12th Day of June AD 1839

Hugh L. French {seal}
Circuit Court & Rankin County

The State of Mississippi
Rankin County } Personally appeared before me the undersigned Clerk Clerk of the Circuit Court of Rankin County Mistress Louisa Washington wife of the grantor who being duly examined separate and apart from her said husband, acknowledges that she freely and voluntarily signed sealed and delivered the foregoing deed, as her own act & deed without any fear threats or compulsion of her said husband

Given under my hand & seal of office this twelfth day of June AD. 1839

{seal}

Hugh L. French Clk
Rankin Circuit Court.

Absalom Coleman
Ind
John Ashley } Received for Record 2nd & Recorded 6th July 1839

This Indenture Made and entered into this twelfth day of April in the year of our Lord One thousand Eight hundred and thirty Nine between Absalom Coleman of the County of Attala and State of Mississippi as Administrator of John Coleman deceased late of Madison County and Isabella Coleman wife of the said John Coleman deceased of the first part, and John Ashley of the second part. Witnesseth that the said Party of the first part, for and in Consideration of the sum of Two hundred and twenty dollars to us in hand paid the receipt whereof is hereby acknowledged have granted, bargained and sold, and by these presents do grant, bargain and sell unto the said Party of the second part, the following described Piece Parcel or tract of land lying and being situate in the County of Madison and numbered as follows, viz, The West half of the North West quarter of Section No fourteen (14) Township No Eight of Range No three East. Containing Eighty acres supposed to be enclosed by Charles Moore Esqr. To Have and to hold the above described tract of land with the tenements and appurtenances thereunto belonging or in any wise appertaining, And the said Absalom Coleman administrator as aforesaid and Isabella Coleman wife of John Coleman deceased will forever warrant and defend the right title and claim unto the said John Ashley and his heirs forever.

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

This deed is executed in Confirmation of a deed from John Coleman and Isabella his wife to John Ashley of the date of 30th of August 1831. said deed was defective on account of there being no seal annexed to their names.

Absalom Coleman Administrator {seal}
Isabella Coleman {seal}

The State of Mississippi
Attala County } Personally appeared before me John R. Thompson Clerk of the

Probate Court of said County Absalom Coleman who acknowledged that he signed sealed and delivered the foregoing deed as his act and deed for the uses and purposes therein specified on the day and year therein written.

Given under my hand and seal of office this 12th day of April A.D. 1839

Jno. M. Thompson Clk

The State of Mississippi, Madison County } This day personally appeared before me the undersigned Justice of the Peace Isabella Coleman Widow of John Coleman deceased who acknowledged that she signed sealed & delivered the above deed for the purposes therein mentioned.

Given under my hand & seal this 17th of April 1839

Charles Moore, J.P. (seal)

T

John Ashley acknowledgment John S. Rowland } Received for Record 2nd & Recorded 6th July 1839

The State of Mississippi, Attala County } Personally appeared before me John M. Thompson Clerk of the Probate Court of said County John Ashley and Sarah Ashley his wife who acknowledged that they signed sealed and delivered the foregoing deed as their act and deeds for the uses and purposes therein specified. and the said Sarah Ashley being examined by me separately and apart from her husband acknowledged that she signed sealed and delivered the same in full relinquishment of her right of dower freely without any fear threats or compulsion of her said husband.

Given under my hand and seal of office this 12th day of April A.D. 1839

Jno. M. Thompson Clk

Marshall Ashley acknowledgement John S. Rowland } Received for Record 2nd & Recorded 6th July 1839

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

Given under my hand and seal of office this 12th day of April 1839

Jno. M. Thompson Clk

William C. Bakes acknowledgement Marshall Ashley } Received for Record 2nd & Recorded 6th July 1839

The State of Mississippi, Attala County } Personally appeared before me John M. Thompson Clerk of the Probate Court of said County William C. Bakes who acknowledged that he signed sealed, sealed and delivered the foregoing deed as his act & deed for the uses and purposes therein specified. and on the day and year therein written.

Given under my hand and seal of office this 12th day of April 1839

Jno. M. Thompson Clk

William Anderson } Received for Record 4th & Recorded 6th July 1839
Lud
Jas A. Cooper } This Indenture Made this the 10th day of September in the year of our Lord One thousand eight hundred and thirty four. between William Anderson and his wife Mary Ann of the County of Madison and State of Mississippi. of the first Part and James A. Cooper of the County & State aforesaid of the other part. Witnesseth that the said William Anderson for and in Consideration of the sum of $500.00 Cents, Five hundred Dollars to him in hand paid well and truly by the said James A. Cooper, the receipt whereof is hereby acknowledged and therefrom doth acquit, release, exonerate and forever discharge the said James A. Cooper his heirs Executors and administrators hath granted bargained sold, aliened enfeoffed released Conveyed Confirmed & delivered and by these Presents doth grant, bargain sell alien, enfeoff, release, Convey, Confirm and deliver unto the said James A. Cooper his heirs and assigns forever all the following described tract or Parcels of land to wit the East half of the South East fourth of Section thirty five, in Township Eleven of Range three East, containing 79.90/100 acres. Also the East half of the North East fourth of Section thirty five of Township Eleven of Range three East, containing 79.90/100 acres, also the South half of the North half of South West fourth of Section twenty five in Township Eleven of Range three East, containing 39.64 acres of the lands directed to be sold at Clinton Mississippi. all of which tract or parcel of lands are situated in the County of Madison and State aforesaid, which said land said Anderson holds by Patents from the United States, And all the Estate right title claim interest and demand of the said William Anderson of in and to the said Premises hereby granted, and every part thereof together with all and singular the rights privileges and appurtenances thereunto belonging or in any wise appertaining, and the rents issues and Profits thereof to have and to Hold the said premises hereby bargained and sold or meant or intended so to be with the appurtenances to the said James A. Cooper, his heirs and assigns forever, and the said William Anderson for his heirs Executors, administrators & assigns do the covenant, grant and agree to and with the said James A. Cooper, his heirs Executors, administrators, and assigns that he is the true and lawful owner, of the Premises hereby granted, and hath good right full Power and lawful authority to sell and convey the same in manner and form aforesaid and further that he the said William Anderson, his heirs Executors and administrators will warrant & forever defend the aforesaid premises with the appurtenances and every Part and Parcel thereof unto the said James A. Cooper to the only proper use benefit & behoof of the said James A. Cooper, his heirs Executors, administrators and assigns against all Persons lawfully Claiming or to Claim by from or under him them or any of them or by from or under any Person or Persons whatsoever. — In Witness whereof the said William Anderson together with Mary Anderson his wife who hereby relinquishes her right of dower in the Premises have hereunto set their hands and seals the day and year first above written.

Signed sealed and delivered in Presence of
Eliza C. L. Smith
Lethy Ann Thorp

William Anderson (Seal)
Mary A. Anderson (Seal)

The State of Mississippi } Personally appeared before the undersigned Justice of the peace
Madison County } in and for the County & State aforesaid the above named William Anderson who acknowledged that he Signed, sealed and delivered the foregoing Deed on the day and year first above written for the use and

purposes therein contained. And at the same — — — Mary Ann Anderson the wife of William Anderson who being examined by me separate and apart from her husband acknowledged that she signed sealed and delivered the fore-going deed as her voluntary act and deed and did it freely without any fear threats or compulsion from her husband or any other person.

Given under my hand & seal this the 6th day of October 1834

William Anderson J.P. {Seal}

Mills & Collins Bond
L. A. Mills

Received for Record 5th & Recorded 8th July 1839

The State of Mississippi
Madison County } Know all Men by These Presents that we Landson A. Mills & Joseph Collins of the County & State aforesaid are held & firmly bound unto Landson A. Mills in the penal sum of Twenty Thousand dollars, for the Payment of which well & truly to be made, we bind ourselves our heirs & firmly by These Presents.

Now the Condition of the above obligation is such that whereas the said Landson A. Mills & said Caroline his wife, have for certain good reasons, mutually agreed to live separate & apart from each other, and whereas also, and in consideration thereof the said Landson A. Mills, and Caroline his said wife have this day executed and delivered severally & respectively their full & complete release & quit claim each to the other of all and singular the Estate both Realy & Personal which each acquired by virtue of their intermarriage or which they may at any time hereafter acquire or become possessed of. And whereas also the said Landson A. Mills for his part has fully relinquished & given up to the said Caroline all right, title & claim whatsoever as Parent & Guardian to the Custody education & control of William A. Mills as well as of any other child which may hereafter be born heir of their said intermarriage. Now therefore if the said Caroline Mills & the said Joseph Collins their heirs & assigns shall well & fully indemnify & defend the said Landson A. Mills his heirs & assigns against all right, title interest & claim whatsoever of the heirs & assigns of the said Caroline Mills & their heirs & assigns from of in and to any Estate real or Personal of which he the said Landson A. Mills is now or may at any time hereafter become seized or possessed. Then and in that case the above obligation shall become null & void, otherwise to stand in full force & virtue.

In Witness Whereof We have hereunto set our hands & affixed our seals this 25th June A.D. 1839

John C. Bonthall
Lawson F. Henderson

Caroline Mills {seal}
Joseph Collins {seal}

The State of Mississippi
Madison County } Personally appeared before me John T. Cameron Clerk of the Probate Court of said County Lawson F. Henderson one of the subscribing Witnesses to the foregoing Bond who being duly sworn deposed and said that he saw Caroline Mills and Joseph Collins whose names are subscribed thereto sign seal and deliver the same, on the day and year therein mentioned that he this deponent and John C. Bonthall the other subscribing witness subscribed their names as witnesses to said Bond in presence of said Caroline Mills and Joseph Collins and in presence of each other on the day and year above written

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

John T. Cameron Clerk

William C. Heall } Received for Record 5th & Recorded 8th July 1839
to
Alexander Ferguson } This Indenture Made the Eighteenth day of January in the year of our Lord One Thousand Eight hundred and Thirty Nine Between William C. Heall of the City of Philadelphia Merchant, and Alexander Ferguson of the said City Merchant of the other part, Witnesseth that the said William C. Heall for and in Consideration of the sum of Three Thousand Three hundred Dollars lawful Silver Money of the United States of America to him well and truly paid by the said Alexander Ferguson at and before the sealing and delivery of these Presents the receipt whereof is hereby acknowledged hath granted, bargained, sold released and confirmed and by these Presents doth grant bargain, sell, release and confirm unto the said Alexander Ferguson his heirs and assigns, All his the said William C. Heall's one full equal undivided moiety or half, part of in, and to all that tract or Parcel of land lying and being in the County of Madison and State of Mississippi, and known and described as being the North half of Section Number twenty four Township Eleven of Range four East, and also the East half of Section Number Thirteen in Township Eleven of Range Number Four East containing by estimation about Six hundred and forty eight acres and twenty hundredths of an acre, be the same more or less, Which said tract or Parcel of land above described joseph H. Vannoy and Charlotte his wife by Indenture dated the Ninth day of June Anno Domini 1837 Recorded in the Office of the Clerk of the Probate Court of Madison County and State of Mississippi in Book L Page 528 and &c. granted and conveyed unto the said Alexander Ferguson and William C. Heall, their heirs and assigns forever together also, with all and singular the buildings and improvements, Mines Woods Roads lanes Waters, water courses rights liberties, Privileges, hereditaments and appurtenances whatsoever thereunto belonging or in any wise appertaining, and the reversions and remainders Rents issues and Profits thereof, and all the estate right title interest property claim and demand whatsoever of him the said William C. Heall of in and to the same and every Part thereof. To Have and to Hold all and singular the hereditaments and Premises hereby granted with the appurtenances unto the said Alexander Ferguson his heirs and assigns to and for the only Proper use and behoof of the said Alexander Ferguson his heirs and assigns forever, And the said William C. Heall for himself his heirs Executors and administrators doth by these presents covenant grant and agree to and with the said Alexander Ferguson his heirs and assigns that he the said William C. Heall, and his heirs, all and singular the hereditaments and Premises herein above described and granted or mentioned and intended so to be with the appurtenances, unto the said Alexander Ferguson his heirs and assigns, against him the said William C. Heall and his heirs and against all and every other Person or Persons whomsoever lawfully claiming or to claim the same or any Part thereof by from or under him them or any of them shall and will Warrant and forever defend.

In Witness Whereof the said Parties to these Presents have hereunto interchangeably set their hands and seals the day and year first above written.

Sealed and Delivered in Presence of us
Isaac Elliott
Robt G. Pascall

Wm C. Heall {Seal}

State of Pennsylvania } ss. Be it Remembered that on this Eighteenth day of January Anno Domini 1839 Personally appeared before the undersigned one of the Judges of the Supreme Court of Pennsylvania the above named William C. Heall who acknowledged that he signed sealed and delivered the above written or foregoing deed on the day and year above mentioned to the aforesaid Alexander Ferguson.

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

The Sergeant
one of the appeals Justices of the Supreme Court of Pennsylvania

Pennsylvania } I Francis N. Hindman Prothonotary of the Supreme Court for the Eastern
Eastern District } District of the Commonwealth of Pennsylvania do Certify that the Honorable
Thomas Sergeant by whom the within attestation was made whose name is thereunto
subscribed in his own proper hand writing was at the time of the making thereof and
still is one of the associate Justices of the Supreme Court of Pennsylvania duly com-
-missioned and sworn. To all whose acts as such full faith and Credit is and ought
to be given as well in Courts of Justice as elsewhere.

{ seal } In testimony whereof I have hereunto set my hand and affixed
the seal of said Court at Philadelphia the Eighteenth day of January
A.D. One Thousand eight hundred and thirty nine

F. N. Hindman Prothy

Received the day of the date of the within written Indenture of the within named Alexander
Ferguson the sum of Three Thousand Three hundred Dollars being the full Consideration Money
within Specified.

Witnesses at Signing - Isaac Elliott } Wm. C. Hall
Robt J. Paschall }

Elihu Kilpatrick } Received for Record & Recorded July 9th 1839
Mortgage } State of Mississippi
Real Est Bank Hinds Cty }

This Indenture Made and entered into this
third day of June in the year of our Lord One Thousand Eighty hundred and thirty
Nine by and between Elihu Kilpatrick of the County of Washington and State of
Mississippi of the first part, and the President and Directors of the "Real Estate Banking
Company of Hinds County" and their successors in office as they shall be subsequently
appointed or elected from time to time of the second part. Witnesseth. That
Whereas the said Elihu Kilpatrick has become a Member of the association and
stockholder in the Capital Stock of the "Real Estate Banking Company of Hinds
County" to the number of Twenty five Shares of One hundred Dollars each, making
in the whole amount the sum of Two Thousand five hundred Dollars and the
said Elihu Kilpatrick being - owner in his own right of Real Estate in the County
and State of Mississippi, and in Pursuance of the Bond and articles of association
of the said "Real Estate Banking Company of Hinds County" whereby the Payment
of the stock thus subscribed shall be secured by Bond and Mortgage upon unincum-
-bered Real Estate executed by the party subscribing for said stock and Whereas the
said Elihu Kilpatrick having signed sealed and delivered to said President and
Directors aforesaid the Bond, as required by the said Bond and articles of association
aforesaid. and being desirous still further to secure the payment of the said stock
subscribed for as aforesaid punctually at the times and Periods Prescribed in and by
said Bond and articles of association, and to bind and render himself his heirs
Executors administrators and assigns liable, according to the tenor and effect
and true intent and meaning thereof, in Conjunction with each and every
stockholder of the said Capital stock of said "Real Estate Banking Company of Hinds
County" to all and singular the holders of the notes Bills Checks. and other liabilities
of the said "Real Estate Banking Company of Hinds County" now existing or which
may hereafter exist at any time during the Period of Fifteen years the time
prescribed in the Bond and articles of association aforesaid of said "Real Estate
Banking Company of Hinds County" Now therefore this Indenture Witnesseth
that the said Elihu Kilpatrick of the first as well for and in Consideration of
the Premises aforesaid, as for the further Consideration of One Dollar to the said
Elihu Kilpatrick of the first part in hand Paid by the said President and Directors
of the second Part before the signing sealing and delivery hereof the receipt whereof

is hereby acknowledged hath granted, bargained sold, transferred and conveyed, and by these presents doth grant, bargain, sell and convey unto the said President and Directors of the Real Estate Banking Company of Hinds County, and their successors as aforesaid, [Certain tracts or Parcels of land lying and being in the County of Madison and State of Mississippi and containing by estimation three hundred and twenty acres and more Particularly known and described in the General plan of the Mount Salus land District in said State Viz. Lot Number Eight in Section No Two, and the South East quarter, and the West half of the south East quarter of Section No Eleven, all in Township No Nine of Range No One West,] together with the hereditaments and appurtenances thereunto belonging or in any wise appertaining, together with all the Estate right title interest property Claim or demand of the said Elisha Kilpatrick his heirs and assigns. To Have and to hold the said described lots parcel of land with the hereditaments and appurtenances unto the said President and Directors and their successors as aforesaid to the only proper use and behoof of the said President and Directors and their successors in office as aforesaid forever. Provided Nevertheless if the said Elisha Kilpatrick his heirs Executors or administrators shall well and truly pay off discharge and satisfy the Bond aforesaid signed sealed and delivered by the said Elisha Kilpatrick as aforesaid, and well and truly pay and satisfy the said President and Directors and their successors as aforesaid for the stock subscribed for by the said Elisha Kilpatrick at the times and Periods when the same shall become due and Payable, and well and truly pay off and discharge all the notes Bills Checks and other liabilities of the said Real Estate Banking Company of Hinds County then and from henceforth, as well this Present Indenture, and the Estate hereby granted, as the Bond aforesaid shall cease determine and become absolutely null and void any thing herein contained to the necessary notwithstanding. But upon a failure to do and perform any of the things herein specified by the said Elisha Kilpatrick his heirs Executors Administrators or assigns, this Indenture shall remain in full force and effect in Law and Equity, and the said Elisha Kilpatrick for himself his heirs Executors and Administrators doth covenant warrant and defend the title to the said land and premises herein described to the said President and Directors and their successors in office as aforesaid, against the Claim or Claims of any person or persons whatever.

In testimony whereof the said Elisha Kilpatrick has hereunto signed his name and affixed his seal the day and year first above written.

Elisha Kilpatrick [seal]

State of Mississippi
Warren County } Know all men by these Presents that I Mesdames E. Kilpatrick wife of the within named Grantor Elisha Kilpatrick do by these presents remise release and forever quit Claim to all and singular any title or right of Dower to which I may be entitled out of the within described bargained premises and hereditaments hereinbefore conveyed by my said husband to the President and Directors of the Real Estate Banking Company of Hinds County their successors in office as they shall be elected or appointed forever.

Given under my hand and seal this 6th day of June 1839

State of Mississippi
Warren County } Personally appeared before the undersigned Judge of the Probate Court in and for said County the above named Mesdames E. Kilpatrick wife of Elisha Kilpatrick who being by me examined separately and apart from her said husband acknowledged that she signed sealed and delivered the above relinquishment of Dower freely and voluntarily of her own accord as her act and deed without any fear dread or compulsion of her said husband. Given under my hand and seal this 6th day of June 1839

Jno Bland Judge of the Probate Court [seal]

State of Mississippi } Personally appeared before the undersigned Justice of the Peace of
Hinds County } Ex officio Notary Public in and for said County the within named
Elihu Kilpatrick who acknowledged that he signed sealed and delivered the within
deed as his act and deed on the day and year therein written.

Given under my hand & seal this 2nd day of July 1839

Wm Hamilton J P (seal)
Ex Officio Notary Public

A. M. Robinson } Received for Record & Recorded July 10th 1839
Deed
Jas B. Robinson } This Indenture made and entered into this 17th Day of June 1839
between Augustus M. Robinson & his Wife Amanda J of the first Part, and James B
Robinson of the second part. Witnesseth that for and in Consideration of Ten
Thousand Dollars paid, and Ten Thousand two hundred agreed to be paid by the
said James B. Robinson, the receipt whereof is hereby acknowledged, the said Party of
the first Part have this day given, granted, bargained & sold & delivered to the said
James B. Robinson the following described property to wit: all that tract of land on
which the said Party of the first part now resides lying partly in Hinds & partly in
Madison Counties. Containing in all Eight hundred acres More or less. together with
the Crop now growing on the place and all the Stock of every description. Horses
Cattle Hogs &c. with all the farming Utensils. Household & Kitchen furniture
and a pleasure Carriage together with the following named Negroes to wit. Ben
Wyoing, Anderson, Warren, Lewis, Easton, Jeffry, Nace, Kelly, Nancy, Louisa
Eliza Mourning, Lilah, Sally, Rody, Celia, Charity Ellen, Greg, Henderson
Louisa, Henrietta, Rose, Altaline, Emiline the last named ten being Children
To Have and to hold the above described Property, with all and singular the
Ways, Means, Profits, &c unto him the said James B. Robinson his heirs &c and the said
party of the first part do for themselves their heirs &c forever warrant & defend the title
of said property against all Person or Persons claiming by through or under them

In Witness Whereof they have hereunto set their hands and affixed their
seals the day & year above written

A M Robinson (seal)
A. J. Robinson (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 Augustus M. Robinson 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 10th day of July AD. 1839

John T. Cameron Clerk

James C. Napier } Received for Record 16th & Recorded 17th July 1839
Bill Sale
Wm L Balfour } Articles of agreement made and entered into between James
C. Napier of the first part and William L. Balfour of the second part both of
the County of Madison and State of Mississippi Witnesseth that the said James
C. Napier hath this day bargained and sold to the said William L. Balfour
the following Negroes Slaves to Wit. Bailey a Negro Man (a Blacksmith) Louisa
Joe, Nick, Cave, Addison, Jerry, Moses, George Brady, George Cunningham, Lewis
Mike, Ed. Doctor, Peter, Captain, Henry, Molly, Sampson, Sim, Tom, Henry, Isaac
Caty, Hannah, Mary Rogers, Jerry (and one other by the same name Jerry) Rose Leta.

Nancy and her boy John, Jacob, Francis, Lydia a Mulatto, Mary Cunningham Sibley, Lydia, Susan and five Children, names not Recollected, the mothers of Whom have been Mentioned above, The said list of Negroes are all embraced in a Deed of Trust, to Thomas Collins Jr and John B. Wescott, as Trustees for the said Samuel C. Napier, and William L. Balfour, to secure to The said Balfour Certain payments on Notes in said Deed of Trust, which will more fully appear, the Deed in Trust is dated the second day of November in the year Eighteen hundred and thirty six and Recorded in the Probate Clerks office in Book of Deeds D. Pages 370 & 371. on the 6th Day of Novr 1837. The Most of the negroes are hired out until the first day of January next, and the remainder in the possession of the — Samuel C. Napier, where the — are all to stay upon humane treatment, until the first of January as per Contract made by Samuel C. Napier when said Negroes were hired, and on the first day of January next when the time for which they are hired expires, the several Negroes to be at the entire Control of the said Balfour, and it — expressly understood that the said Balfour shall not be liable to any expenses incurred by Clothing, Physicians bills or in any other Manner Whatsoever. The Consideration given by the said William L. Balfour to the said Samuel C. Napier are as follows between fourteen and fifteen thousand Dollars in a Note believed to be held by the Planters Bank at Natchez, the note is for Twenty thousand Dollars, but the said Samuel C. Napier has the obligation taken heretofore of the said Balfour to pay between five and six thousand Dollars, the exact sum neither now recollects, also the note was dated at Cawston Nov 1st 1836, and Payable on the 20th day of April 1839. in the Louisiana Bank New Orleans. Signed by the said Samuel C. Napier and Nathan B. Whitehead and Payable to the order of Samuel B. Rugell and by him endorsed. Also the further sum in a Note drawn by the said Samuel C. Napier to the said William L. Balfour dated the same time as the first note and payable in the same Bank on the 20th April 1840. The balance unpaid on this note is twelve thousand four hundred and forty three dollars, and a third note drawn and dated as the two former and made payable at the same Bank due 20th April 1841 with a balance unpaid on this Note of Fourteen Thousand four hundred and twelve 50/100 Dollars. the two last Mentioned Notes were drawn for the sum each twenty thousand Dollars and have Credits so as to reduce them to what as stated above, this instrument being merely a Memorandum of the trade to be Completed as soon as the said Samuel C. Napier and William L. Balfour can get the entire writings Completed &c but the bill of sale when made and to have reference — the sale as made this day. The two Notes last mentioned are included in the deed in trust before mentioned and the Negroes bound therein for their Payment,

In Witness Whereof the said Samuel C. Napier and William L. Balfour have hereunto set their hand and seal this the 21st day May 1839

In presence of

James Gardner
C. J. Davis

S. C. Napier {Seal}
Wm. L. Balfour {Seal}

The State of Mississippi
Madison County ss

Personally appeared before me John J. Cameron Clerk of the Probate Court of said County the above named Samuel C. Napier and William L. Balfour who 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 16th Day of July A.D. 1839

{Seal}

John J. Cameron Clerk

James C. Napier } Received for Record 16th & Recorded 17th July 1839
Bill Sale
Wm. L. Balfour }

Know all Men by these Presents that I James C. Napier of the County of Madison and State of Mississippi did on the twenty first day of May Eighteen hundred and thirty nine sell to William L. Balfour of the County and State aforesaid for and in Consideration of the sum of forty two thousand Nine hundred Dollars the following Negro Slaves to Wit Burly a Negro Man aged thirty years (a Blacksmith) Louisa Eighteen years of age. Joe forty years of age. Nick thirty years of age. Cain twenty years of age. Addison twenty one years of age. Jerry twenty years of age. Moses a Mulatto twenty three years of age George Brady Nineteen years of age. George Cunningham Eighteen years of age — Lewis Eighteen years of age. Mike twenty five years of age. Ted. Sixteen years of age. Doctor fifteen years of age. Peter fifteen years of age. Captain thirteen years of age. Henry thirteen years of age. Mosby Eleven years of age. Sampson ten years of age. Jim a Mulatto ten years of age. Tom ten years of age. Henry twenty one years of age. Isaac Sixteen years of age. Caty a Mulatto fifty years of age. Hannah forty years of age. Mary Rogers twenty five years of age. Anna twenty four years of age. Anna Sixteen years of age. Rose twenty one years of age. Lilu twenty four years of age. Nancy twenty five years of age. and her Child John Jacob one and a half years of age, Frances twenty two years of age, Lydia a Mulatto twenty years of age, Mary Cunningham Sixteen years of age. Abby thirteen years of age. Lydia twenty five years of age, and Susan Seven years of age. they being the same Negroes for which the said James C. Napier Executed to said William L. Balfour a Deed in Trust, or to Thomas Collins Jr and John B. Hancock as trustees for the use of said Balfour on the second day of November Eighteen hundred and thirty six. reference to which will more fully appear together with the Children not named at the time of Executing of said Deed in Trust, and the increase of the females since, And the said James C. Napier doth Covenant and agree with the said William L. Balfour. his heirs & to warrant the said Negroes Slaves for life, and the title of said Slaves from himself his heirs & and from the Claim or Claims of all and every other person or Persons whatsoever unto the said Wm L. Balfour his heirs & forever —

In testimony whereof the said James C. Napier hath hereunto set his hand and seal this Seventh day of July 1839

Test S. D. Livingston
John Mann } J. C. Napier (seal)

Laona and Amanda not named in this Bill of sale but named in the Deed in Trust. died since the Executing of said Deed in Trust.

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 James C. Napier 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 16th day of July A.D. 1839

(seal)

John T. Cameron Clerk

G. W. Kibbee and P. M. Garrett } Received for Record July 10th & Recorded August 3d 1839

Know all men that this Indenture made and entered into this the fifth day of May 1839 between George W Kibbee and Tennessee his wife of the State of Mississippi Madison County of the first part, and Phineas M. Garrett of the State and County aforesaid of the other part. Witnesseth that the said George W. Kibbee and Tennessee his wife for and in Consideration of the sum of Eighteen hundred dollars to them in hand Paid by the said Phineas M. Garrett hath bargained sold and Conveyed and Confirmed and by these Presents doth bargain sell and convey and Confirm unto the said Phineas M Garrett his heirs and assigns forever the following tract or Parcel of land (viz, being a Certain Portion of the East half of the North West quarter of Section Eleven, Township Eighth and Range One West, containing fifty acres More or less, and Bounded as follows viz) East by the lands of Eli S. Montgomery, South by the lands of E. W Kibbee. West by the lands of Dolive Sibley. and North by the lands of Joshua Rawlings, and all being and lying in the County and State aforesaid. To Have and to hold the aforesaid land together with all the rights. Privileges and appurtenances of whatsoever nature thereunto belonging to the said Phineas M. Garrett and to his heirs and assigns forever. And the said George. W Kibbee and Tennessee his wife for themselves their heirs Executors. Administrators and assigns will warrant and forever defend to the said Phineas M. Garrett and to his heirs. Executors administrators and assigns. the land, with all the rights Privileges and appurtenances thereunto belonging of whatsoever nature. against the legal Claims or Claims of any and all Persons whatsoever in law or Equity.

In testimony whereof the said George. W Kibbee and Tennessee his wife have hereunto set their hands and affixed their seals on this the fifth day of May A.D. 1839

George. W. Kibbee {seal}
Tennessee Kibbee {seal}

State of Mississippi
Madison County } Personally appeared before me H. S. Foster a Justice of the Peace in and for said County the above named George. W Kibbee and Tennessee 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 Tennessee Kibbee 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 May 1839

H. S. Foster J. P.

* * *

William Sumner Decd
Wm I Austin } Received for Record 11th July & Recorded 3d August 1839

State of Mississippi
Madison County } Whereas by an act of the Legislature of the State of Mississippi entitled "an act to incorporate the Town of Sharon in the County of Madison and for other Purposes Approved May 13th 1837" the said Town having been incorporated under the superintendence of a Board of Councellors Styled "the President and Council of the Town of Sharon", and whereas also by said Act the Corporate limits of said Town were so extended as to make a square of One Mile and a half. and that William Sumner was at the time of passing said act of incorporation seized in fee within the limits of said Corporation of the following described lots or Parcels of land (to wit being within the Corporate limits

of said Corporation as aforesaid, Lot No. Two, and the West half of Lot No. One, in the East half of North East quarter sec No. Six, Township No. Nine of Range No. four East, containing fifteen acres More or less. Now therefore Be it Known to all men by these Presents that I William Joiner and Elizabeth his wife of the County and State aforesaid for and in Consideration of the Sum of Seven hundred and fifty dollars to them in hand paid the receipt whereof is hereby acknowledged by the said William Joiner and Elizabeth his wife have this day given granted, bargained sold and Conveyed unto William S. Austin of the County and State aforesaid, and by these Presents do give, grant, bargain sell and Convey to the said Wm. S. Austin his heirs and assigns the above described lots or Parcels of land together with all the improvements, hereditaments and appurtenances in any wise thereunto appertaining or belonging. To Have and to hold to the said Wm. S. Austin and to his heirs and assigns forever, subject to the Conditions Nevertheless as hereinafterwards to be specified in this deed, and the said William Joiner himself and his heirs and assigns do hereby Covenant and agree with the said Wm. S. Austin his heirs and assigns that he is seized in fee of the aforegranted Premises that the same are Conveyed free and quit of all incumbrances, Except as to the Conditions herein to be specified, and he hereby binds himself his heirs, Executors and Administrators to Warrant and forever defend the same against the lawful or Equitable Claims of all Persons whatsoever, Provided Nevertheless, that this Conveyance is made subject to the following Conditions to wit. That the said Wm. S. Austin binds himself his heirs and assigns firmly by these Presents that he will not nor shall his heirs or assigns ever at any time Permit on the aforegranted Premises the vending of Ardent Spirits, Gambling or any species of vice or immorality which will tend to defeat the great objects Proposed to be effected by the act of the Legislature now in force incorporating said Seminary of Sharon, and in Case of the violation of any of the Conditions herein specified by the said Wm. S. Austin his heirs or assigns then and in that Case the Premises above described are to revert to and belong to and be owned by the Trustees of the Male and female Colleges of Sharon, and to be again disposed of for the use and benefit of said Colleges. But and in Case the Conditions are complied with not violated by the said Wm. S. Austin his heirs or assigns then this deed to be of full force and virtue in Law and Equity.

In testimony whereof we the said William Joiner and Elizabeth his wife have hereunto set our hands and affixed our seals this third day of June A.D. 1839

William Joiner {Seal}
Elizabeth her X mark Joiner {Seal}

State of Mississippi
Madison County } This day Personally appeared before me James M. Baker a justice of the Peace in and for said County William Joiner and Elizabeth 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 the said Elizabeth Joiner having been examined separate and apart from her said husband (before me) 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 this third day of June A.D. 1839

James M. Baker J.P. {Seal}

James Grafton Deed
Miss. Rail Road Co. } Received for Record July 12th & Recorded 5th August 1839

Know all men by these Presents that James Grafton of Madison County Mississippi for and in Consideration of the sum of One Dollar to him in hand paid the receipt whereof is hereby acknowledged do hereby

demise, release and quit Claim, to the Mississippi Rail Road Company and their Successors forever the right of Way for the Passage of the Rail Road of said Company free from all hindrance or interruption over and through my lands in Section No 28 in Township No 8 in Range No Two East on the East line surveyed by B. A. Alderson Esqr. To Have and to hold the same to the use of the said Company during its legal existence, with all the rights and Privileges incident thereto according to the Charter of said Company

In testimony whereof I have hereunto set my hand and affixed my seal this twelfth day of July A.D. 1839

In Presence of
E. J. Lebault
Thos J Catchings

James Grafton {L.S.}

The State of Mississippi } Personally appeared before me John L. Cameron Clerk of the
Madison County ss } Probate Court of said County Thomas J Catchings one of the subscribing witnesses to the forgoing deed who being duly sworn deposeth and saith that he saw James Grafton whose name is subscribed thereto sign, seal and deliver said deed on the day and year it bears date. that he this deponent together with E. J. Lebault the other subscribing witness signed the same as such in presence of said Grafton and in presence of each other on the day and year aforesaid.

Given under my hand and seal of office at Canton this 12th day of July A.D. 1839

John L. Cameron Clerk

Isaac Anderson
And
John B. Moore

Received for Record 15th July & Recorded 6th August 1839

State of Mississippi
Madison County } This Indenture made this the twenty fourth day of June Eighteen hundred and thirty Nine between Isaac Anderson and his wife Clarinda Anderson of the one part, and Jno B. Moore of the other part, all of the above State and County, Witnesseth that for and in Consideration of the sum of Eighteen hundred dollars to us in hand paid the receipt whereof is hereby acknowledged the said Isaac Anderson and his wife Clarinda Anderson doth hereby bargain sell and convey unto the said Jno B. Moore his heirs and assigns the following described lands and tenements, namely, the West half of the North West fourth of Section No Twenty three, Also the North East quarter of Section No twenty two, all of Township No Ten of Range No four East, Containing forty acres and 100 lying and being in the County and State aforesaid on the Waters of Stokes Creek, To Have and to Hold said land and Premises, And the said Isaac Anderson and wife Clarinda Anderson does forever hereby warrant and defend the above described lands and tenements from themselves their heirs and assigns and from the Claims of all and every Person or Persons whatever lawfully claiming the same or any Part thereof unto the said Jno B. Moore his heirs and assigns forever in fee simple, Whereof we have hereunto set our hands and affixed our seals the day and date above written

signed sealed and delivered in presence of
Sam'l C. Devine

Isaac his + mark Anderson {Seal}
Clarinda her + mark Anderson {Seal}

State of Mississippi } Personally appeared before me Col. W. Baker a Justice of the Peace in
Madison County } and for said County Isaac Anderson and Clarinda his wife and acknowledged they signing sealing and delivering the written deed to be their act and deed, for the written mentioned purposes. The said Clarinda Anderson being examined by me separate and apart from her said husband acknowledged that she signed sealed and delivered the written deed freely and voluntarily of her own

accord without the fear threat or Coercion of her husband;
Given under my hand and seal this the 24th June 1839
James M. Baker J.P. {Seal}

S. M. Flournoy Shff
Deed
C. C. Shackelford } Received for Record July 16th & Recorded 6th August 1839

This Indenture made and entered into this Seventh day of January One thousand Eight hundred and thirty Nine between Samuel M. Flournoy Sheriff of Madison County (Mississippi) of the first Part, and Charles C. Shackelford of the second Part, Witnesseth that Whereas divers Judgements were rendered in the Circuit Court of Madison County (Miss) on the first day of May 1838 against Richard M. Harper Viz One at the suit of James M. Keith use &c vs. Richard M. Harper for three hundred and twelve Dollars & twenty Cents with interest at the rate of Eight per Cent per annum until Paid and Cost of Suit, One at the suit of Lincoln & Murray vs. Richard M. Harper for five hundred and fifty three Dollars and thirty three Cents with interest and Cost, as on the first mentioned, Also one at the suit of Daniel Clark assignee &c vs. Richard M. Harper with Cost & interest as on the former, on all of which Judgements were issued Writs of Fieri Facias directed to the Sheriff of Madison County Commanding him that of the goods and Chattels lands and tenements of the said Richard M. Harper he Cause to be made the several sums of Money named in said Judgements, with interest and Cost as aforesaid And the said Sheriff proceeded to levy said Writs of Fieri Facias on a Certain House and Lot in the Town of Canton described as follows, Viz, fronting one hundred feet on Union Street and and two hundred feet on Fulton Street and for want of time to sell returned the same so levied to the office of the Clerk of the Circuit Court aforesaid, on which the Clerk of said Court proceeded to issue writs of Venditioni Exponas. returnable to the April Term 1839 of said Court, and the said Sheriff to Whom the said Writs were directed Proceeded on the 7th day of January 1839 (after having advertised the same for thirty days Previous in the Canton Herald) to offer the aforesaid House & Lot or Parcel of ground &c to the highest bidder for Cash at the Court house door in Canton and Charles C. Shackelford appeared and bid One thousand and fifteen dollars which was more than any other Person did or would bid for the said house and Lot, Now therefore for and in Consideration of the aforesaid Sum of One thousand and fifteen dollars to me on hand paid by the said Charles C. Shackelford the rec't whereof is hereby acknowledged. I the said Samuel M. Flournoy Sheriff of Madison County Mississippi do hereby bargain sell and Convey to the said Charles C. Shackelford all the right title interest and Claim of the said Richard M. Harper in and to said house and lot as aforesaid.

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

S. M. Flournoy Sheriff {Seal}

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

Given under my hand and seal of office at Canton this 16th day of July A.D. 1839
{Seal}
John T. Cameron Clerk

S. M. Flournoy Shff. Received for Record 16th July & Recorded 6th August 1839

Deed

John Smith } This Indenture Made and entered into this first day of July Anno Domini One thousand Eight hundred and thirty nine between Samuel M. Flournoy Sheriff of Madison County Mississippi, of the first part and John Smith of the second Part, Witnesseth that whereas Judgment was rendered by the Circuit Court of the County of Madison aforesaid against Ramsay M. Cox and Richard Eubank in the following Cases Viz. at the October Term 1837 of said Court, at the suit of Stuart & Mitchell for $350.26/100 at the suit of Wm. A. L. Demonedieu & for $83.00/100. Rose & McLean for $237.80/100 A. M. Austin for $350.17/100; Leigh Maddox & Co for $152.16.25/100; James S. Ewing for $106.50/100 Riley Maguire for $153.50/100, and Samuel Heidelburn for $2149.00 at the May term 1838 of said Court, with interest at the rate of eight per cent per annum, from date until paid and Costs of suit, and 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 Ramsay M. Cox and Richard Eubank he Cause to be made the sums of Money mentioned in said writs of Fieri Facias, to render to the said Plaintiffs at the October Term A.D. 1839 of said Court, And the said Sheriff in Conformity of the Command of said writs proceeded on the 29th day of May A.D. 1839 to levy the aforesaid writs of Fieri Facias on the following described tract or parcel of land as the property of the aforesaid defendants lying and being in the County of Madison aforesaid known and described on the Plan of the Town of Canton as Lot No. One in Square No. Seven being the Lot on which the "Planters House" now stands fronting One hundred feet on Race Street and running South with Liberty Street two hundred feet containing by estimation One half acre be the same More or less, and the said Sheriff Proceeded to advertise the same for thirty days Previous to the first day of July A.D. 1839 in the Madison Whig Advocate 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 first day of July A.D. 1839 to offer the same for sale at the Court House door aforesaid to the highest bidder for Cash and John Smith appeared Three thousand three hundred & twenty five dollars, which was more than any other Person did or would bid. Now Therefore, for, and in Consideration of the aforesaid sum of Three thousand three hundred & twenty five 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 John Smith all the right title interest and Claim of the aforesaid Cox & Eubank 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 Ramsay M. Cox and Richard Eubank and their 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 } 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 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 16th day of July Anno Dominii 1839

John T. Cameron Clerk

John Dear Ed. al. } Received for Record July 20th & Recorded 6th August 1839
Deed Gift
Chas. W. Campbell } State of Mississippi
Madison County } This Indenture made and entered into the 11th day of August in the year of our Lord One thousand Eight hundred and thirty eight between John Dear Senr and Effey Dear his wife, James White. Senr & Elizabeth Kennon of the County of Madison and Alfred White of the County of Amite and State aforesaid of the one part and Charles W. Campbell of the County of Madison and State aforesaid of the other Part, Witnesseth that the said John Dear Senr and Effey his wife, James White Senr. Elizabeth Kennon and Alfred White for and in Consideration of the natural love and affection they have and bear unto the said Charles W. Campbell their Nephew. and also for and in Consideration of the sum of One dollar to them in hand Paid the receipt whereof is hereby acknowledged have given, granted bargained and sold. and do by these Presents give, grant, bargain and sell unto the said Charles W. Campbell and the lawful heirs of his body the following described and named Negroes. Delia a Woman about thirty five years of age. Artemas a boy about ten, Thomas about 8, Rachel four and Isaac about five years of age. To Have and to Hold all and singular the Premises hereby given granted bargained and sold to the said Charles W. Campbell and the lawful issue of his body. if he have any, and if none then said Property to revert to and belong to those Persons of the first part who have made this gift grant bargain and sale. But if he the said Charles W. Campbell have lawful issue living at the time of his the said Charles. W. Campbells decease then the aforesaid Negroes to belong to the said issue forever as his her or their own Proper Slaves.

In Witness whereof We have hereunto set our hands and seals

Witness
David S. Kennon

John Dear {L S}
Effey Dear {L S}
Alfred White {L S}
Elizabeth Kennon {L S}
James White {L S}

State of Mississippi }
Amite County } Personally Came Alfred White before the undersigned Clerk of the Circuit Court of said County and acknowledged that he signed sealed & delivered the Written & below Deed for the use & purpose there stated on the day & date thereof.

Given under my hand & official seal at Liberty this 25th June 1839

{seal}

E. M. Davis Clk

The State of Mississippi }
Madison County } Personally appeared before me John T. Cameron Clerk of the Probate Court of said County David S. Kennon the subscribing Witness to the foregoing Deed who being duly sworn Deposed and said that he saw John Dear Senr Effey Dear Alfred White Elizabeth Kennon & James White sign seal and deliver said Deed on the day and year it bears date. and that he this Deponent subscribed his name thereto as a Witness in presence of said Parties on the day & year aforesaid

Given under my hand and seal of office at Canton this 20th Day of July A.D. 1839

John T. Cameron Clerk

Barnabas Herod } Received for Record July 20th & Recorded August 7th 1839
Lied
A. G. Forney }

This Indenture made & entered into this 20th day of January in the year of our Lord One thousand Eight hundred & thirty nine Between Barnabas Herod and Susanna Herod his wife of the first part of the County of Madison & State of Mississippi, and Albert G. Forney of the County of Burke & the State of North Carolina of the second Part, Witnesseth that the said parties of the first part for & in Consideration of the sum of Twelve thousand one hundred & sixty Dollars to them in hand paid by the said Albert G. Forney at & before the sealing & delivery of these Presents, the receipt & payment of which they do hereby acknowledge, & therefrom forever acquit & discharge the said party of the second part, Have Given, granted, bargained, aliened, Sold & Conveyed & Confirmed & by these Presents do give grant, bargain, sell alien, convey & confirm unto the said Albert G. Forney his heirs Executors, Administrators & assigns forever, all their right, title, interest, claim & demand of Whatever nature or kind they may be in & to all & singular the following tract or tracts, Parcel or Parcels of land lying, situate & being in the State of Mississippi & County of Madison & knowing designated in the Plat of Survey of lands in the Choctaw land District as being the South half of the East half, & the North West quarter, & the North half of the West half of the South West quarter of Section three of Township Ten of Range three East, Also East half of the South East quarter of Section four in Township Ten of Range three East, Also the West half of the North East quarter, & the North half of the East half of the South West quarter, Also the West half of the South East quarter of Section three in Township Ten of Range three East, Also the West half of the South West quarter of Section thirty four in Township Eleven of Range three East, Also the North half of the West half of the North West quarter of Section three in Township Ten of Range three East, Also the North half of the East half of the North West quarter of Section three in Township Ten of Range three East, Also the South half of the West half of the North West quarter of Section three in Township Ten of Range three East, and the East half of the North East quarter of Section four in Township Ten of Range three East, Containing Eight hundred and Eighty acres be the same more or less, together with all & singular the hereditaments & appurtenances thereunto belonging or in any wise appertaining & all the Estate right, title, interest claim & demand whatsoever of them the said Parties of the first part, of in & to the said land & Premises & every Part & Parcel thereof. To Have & to Hold the said land & Premises above described & every Part & Parcel thereof with the appurtenances unto the said Albert G. Forney his heirs & assigns, to the only Proper use & behoof of the said Albert G. Forney his heirs Executors, Administrators & assigns forever, and the said Barnabas Herod & Susannah his wife for themselves & their heirs & each & every one of them the said land & Premises & every Part & Parcel thereof against themselves individually & each & every one of them, and each & every one of their heirs & all & every other Person whatsoever will warrant & defend to the said Albert G. Forney his heirs & assigns forever,

In Witness Whereof the said Barnabas Herod & Susannah his wife have on the day & year first above written signed sealed and delivered these Presents

B Herod {Seal}
Susanna Herod {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 Barnabas Herod and Susanna Herod 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 Susanna Wife of said Barnabas Herod on a Private examination separate and apart from her husband acknowledged that she signed sealed and delivered said 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 20th day of July A.D. 1839

{Seal}

John T. Cameron Clerk

Stone & Adams Bond
B. C. Groves

Received for Record July 24th & Recorded August 7th 1839

Know all men by these Presents that we John Stone Sr and James Adams both of the County of Madison are held and firmly bound unto Bridell C Groves his heirs Executors administrators in the sum of Five thousand dollars, to which Payment well and truly to be made we bind ourselves our heirs Executors & administrators by these Presents sealed with our seals & dated this 24th Day of July A.D. 1839

The Condition of the above obligation is such, that Whereas James & David Shrock Purchased of John B. Moore a Certain tract of land lying & being in the County of Madison, and received from the said Moore his bond for title to the said land, the title to be made when the said James & David Shrock shall have paid to the said Moore the full sum of the Purchase Money, said on or about this time the said Shrocks are yet owing to the said Moore the sum of about two thousand Dollars and the said Shrocks have sold the said lands to Bridell C. Groves and assigned to him the title Bond of the said Moore and the said Groves has paid to the said Shrocks in full for the said lands and the said Shrocks have put into the hands of the said John Stone Sr the amount of about Two thousand Dollars to be paid to the said Moore by him making the last Payment a balance due to the said Moore by the said Shrocks

Now if the said John Stone Sr shall well & truly Pay or Cause to be paid to the said John B. Moore the balance of the Purchase Money yet due & unpaid to him by the said James & David Shrock for the said lands then this obligation to be void & void, and of no effect. otherwise to remain in full force and virtue in Law & Equity.

In testimony whereof we have hereunto set our hands & affixed our seals the day & year above written

J. Stone Sr {seal}
James Adams {seal}

Witness
John G. Ott,

The State of Mississippi
Madison County

Personally appeared before me John T. Cameron Clerk of the Probate Court of said County. John G Ott the subscribing Witness to the foregoing Bond, who being duly sworn deposed and said that he saw John Stone Sr whose name is subscribed thereto sign seal and deliver said Bond on the day and year it bears date, that he this deponent subscribed his name as a Witness thereto in Presence of said Stone on the day and year aforesaid. And at the same time also appeared the above named James Adams who acknowledged that he signed sealed and delivered said Bond on the day and year therein mentioned as his act and deed.

Given under my hand and seal of Office at Canton this 24th Day of July A.D. 1839

John T. Cameron Clerk

Burrup Healy Deed / Miss. Rail Road Co. } Received for Record July 25th & Recorded August 7th 1839

Know all men by these presents that I Burrup Healy of Madison County Mississippi for and in consideration of the sum of One Dollar to me in hand paid the receipt whereof is hereby acknowledged, do hereby demise release and quit claim to the Mississippi Rail Road Company and their successors forever the right of way for the passage of the Rail Road of said Company free from all hindrance or interruption over and through my lands in section Number thirty three and thirty four in or very near the line last surveyed by B. S. Alderson Engr. To Have and to Hold the same to the use of the said Company during its legal existence, with all the rights and privileges incident thereto according to the Charter of said Company.

In testimony Whereof I have hereunto set my hand and affixed my seal this twenty fifth day of July A.D. 1839

In Presence of

Burrup Healy {seal}

The State of Mississippi } Personally appeared before me John T. Cameron
Madison County ss } Clerk of the Probate Court of said County the above named Burrup Healy 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 25th day of July A.D. 1839

John T. Cameron Clerk

* * *

Campbell & Bennett Power Attorney Joseph Clark } Received for Record 27th July & Recorded 8th August 1839

Whereas one Thomas M. Black of the County of Madison and State of Mississippi being indebted to William R. Campbell and Henry L. Bennett Merchants and Partners in trade trading under the Name and Style of Campbell and Bennett in a certain sum of Money, and being so indebted, and being desirous to secure to the said Campbell and Bennett the prompt payment of the said debt did execute to one John L. Guion as trustee a deed of trust for the benefit of the said Campbell and Bennett, thereby conveying to said Guion the following described tract or parcel of land situated lying and being in the County of Madison and State of Mississippi and known and described as the East half of the South West quarter of Section No twenty one (21) Township Eight (8) Range one (1) West. Containing Eighty (80) acres, all of which will appear more fully by reference to the said deed of trust as Recorded in the office of the Clerk of the Probate Court of said County of Madison, and Whereas since the execution of the said deed of trust the said debt has been paid and fully satisfied by one Joseph Clark of the said County of Madison, and the said Joseph Clark being desirous to have the lien created by said deed of trust removed and the said Campbell & Bennett being willing thereto, Now therefore Know all men by these Presents that we the said W. R. Campbell and Henry L. Bennett by our attorney and agent, William R. Campbell do by these presents nominate constitute and appoint Joseph Clark of the County of Madison and State of Mississippi our lawful agent and attorney, special, for us and in our name to enter full and entire satisfaction of all debts and sums of Money set forth in said deed of trust as due and owing to us, and to receive and receipt for (if necessary) from the Clerk of the Probate Court of said County of Madison the original deed of trust, and above mentioned hereby ratifying and confirming all the acts of the said Joseph Clark done by virtue of these presents in the same manner, as if the same were done by us in Person, and further we do

hereby transfer to the said Joseph Clark all the right title and interest which we now have in and to said deed of Trust.

In testimony whereof the said Campbell & Bennett have hereunto set their hands and seals this 26th day of July One Thousand Eight hundred and thirty nine,

The words "William R. Campbell" interlined between the 24th & 25 lines of Page 1st before signing sealing & delivering

Teste Ch L Bringier

W. R. Campbell {Seal}

Henry L. Bennett {Seal}
for W. R. Campbell

State of Mississippi
Warren County } Personally appeared before the undersigned Justice of the Peace for said County W. R. Campbell who acknowledged that he signed sealed & delivered the above deed on the day and year therein mentioned as his act and deed

Given under my hand and seal July 25th 1839

E. H. Maxey J. P. {Seal}

State of Mississippi
Warren County } I Edward B. Scarborough Clerk of the Probate Court of said County do hereby Certify that E. H. Maxey whose name is subscribed to the above instrument is and was at the time of signing the same an acting Justice of the Peace in and for said County, duly Commissioned and qualified and that full faith and Credit are due to all his acts as such.

Given under my hand and seal of Office at the City of Vicksburg this 26th day of July 1839

{Seal}

E. B. Scarborough Clerk

Thomas Hendrall
Power Attorney
James B. Slade } Received for Record July 30th & Recorded 8th August 1839

State of Mississippi
Madison County } p.

Know all men by these Presents that I Thomas Hendrall of the above State & County have Constituted & appointed & by these Presents do Constitute & appoint James B. Slade my true & lawful Attorney for me & in my name to affix my signature or subscribe or sign my name to any legal Precept, recognizance or other paper to which the same may be necessary or required issuing from the Clerks office of the Federal Court of the United States for this District returnable to next November Term; or from the office of the Clerk of the Circuit Court of Madison County returnable to next October Term. Also to subscribe or sign my name to any legal Precept, recognizance, forthcoming Bond or other Paper to which the same may be required or necessary in the hands of the United States Marshall for this District or his lawful Deputy, returnable to next November term; or in the hands of the Sheriff of this County or his lawful Deputy returnable to October Term next. hereby authorizing my said Attorney to use such means as may be necessary for this Purpose & ratifying & Confirming what he may do in this behalf

Given under my hand & seal this 13th June A.D. 1839

Thomas Hendrall {Seal}

Signed sealed & delivered in Presence of
Alex Mr Montgomery
S. M. Old

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

aforesaid. Given under my hand and seal of Office at Canton this 30th Day of July A.D. 1839

{Seal}

John T. Cameron Clerk

* * *

Howell Hobbs Deed R. H. Austin } Received for Record 5th & Recorded 5th August 1839

Know all men by these Presents that I Howell Hobbs of the County of Hinds & State of Mississippi have for and in Consideration of the sum of Sixty thousand dollars to me in hand paid by Richard H. Austin of the County of Madison & State aforesaid, the receipt of which is hereby acknowledged this day bargained sold and Conveyed, and by these Presents do grant, bargain sell alien and Convey unto the said R. H. Austin his heirs Executors & Administrators an equal undivided Moiety of the following land - the other half of which now belongs to the said Austin & heretofore owned by him & myself in Partnership. viz. The E½ & N E¼ of sect 22. the N W¼ and E½ sect 23. The W½ & W½ of sect 24. the N W¼ of S W¼ and S½ of the E½ of the S W¼ of sect 13. and the E½ of the N E¼ of sect 24. all in Township Nine and Range four East, also the N W¼ & W½ N E¼ of sec 19. and E½ N E¼ and E½ of S E¼ sect 20. all this in Township Nine and Range five East, Also Lot No 6 in sect 25, Also Lot No 8 in sect 35. in township 9 Range 4 East, Containing in all about thirteen hundred & forty acres be the same More or less & all lying & being in the County of Madison, and I the sd Hobbs do hereby bargain sell alien and Convey unto the sd Austin all my right title and interest in and to the an equal undivided half of the above described land and to his heirs & assigns forever, And I the said Hobbs do hereby sell alien and Convey all my right title and interest in and to the following Negroes to the sd Austin viz Demery. Charles. Granville, Melissy. Ally & Child Judy. Margaret & Child. Jane. Sarah. Lucinda. Hartwell. Jack. Nance. Jacob Rose. Lucy. Monk. Lamid. Nathan. Astin, Ellen. Frank. Maria. Patt Jane Betsey. also all the Horses, Mules Cattle, Hogs. farming utensils &c. all and every thing here to fore belonging to us in Partnership & I hereby sell alien and Convey all my title & interest to one equal undivided half of said Property above described upon this Condition, that the said Richard H. Austin is to pay all the debts due from the late firm of Austin & Hobbs. to others, to pay all the debts due for the Purchase of the above named Property, the Principal part of which was purchased from P. H. Martin of Livingston for which four Notes were Executed. the last three Notes due as follows for twelve thousand five hundred dollars each. viz 1st March 1835, the 1st March 1839 and the 1st March 1840. the first entitled to a Credit of five hundred dollars. W. Bedding & Harry Long are security on all of said Notes, R. H. Austin on the 1st two & John S. Grock on the last two Notes, the Amt of debts due from Austin & Hobbs is supposed to be between forty & fifty thousand dollars but be the same More or less. If the said R. H. Austin shall well and truly Pay off and discharge the same or release me the said Hobbs from his liability on Acc of the same. that is all and every debt due from the said Austin & Hobbs to any person whatever, then this obligation shall be void & have the same effects as a deed in fee Simple But it is expressly agreed & understood that the Property mentioned in the foregoing part of this instrument is to be held liable and subject to any Judgments obtained for the Purchase Money of said Property or for any debt due from Austin & Hobbs to any person or Persons, whatever, Now if the said Austin shall or when the said Austin does Pay off and discharge all the Hobbs Claims & against the said Austin & Hobbs then this obligation is to have the same force & effect in law as a Regular Deed

of Bill of Sale. But if he shall fail to do so, that is to Pay the debts or release me from my liability on ace of the same. then this obligation to be void. Interlined before signed "all the land lying & being in the County of Madison".

Given under my hand and seal this 22nd May 1839

J. T. Hobbs {Seal}

State of Mississippi
Madison County } Personally appeared before me James M. Baker an acting Justice of the Peace in and for said County of Madison J. T. Hobbs who acknowledged that he signed sealed and delivered the above instrument for the purposes therein set forth. Given under my hand and seal this 1st day of Sept 1839

James M. Baker J. P. {Seal}

Ann H. P. Noble
Power Attorney
Samuel B. Sheldon } Received for Record 8th & Recorded 9th August 1839

Know all Men by these Presents that I Ann H. P. Noble Widow of Alfred Noble late of Madison Parish State of Louisiana deceased, and Executrix of his last will and testament do hereby Constitute and appoint Samuel B. Sheldon my sufficient and lawful Attorney in and for the State of Mississippi for me and in my name to bargain sell and Convey or otherwise dispose as he may think best of any or all such lands tenements goods Chattels &c as belong or in any wise appertain to me in said State, to make all such Deeds or other Conveyance in my name as shall be necessary in that behalf, with Covenant of Warranty against the Claims of me and my heirs, to seal, acknowledge and deliver the same as my act and also for me and in my name to Commence and Prosecute any suit or action Real Personal or Mixed for any goods debts demand Cause or thing whatsoever due or belonging to me, in any Court of law or Equity in said State, and also to defend in all manner of actions and suits in which I am interested, to settle, Close and transact any business whatsoever for me in said State, and generally giving to my said Attorney full power and authority touching the Premises to do execute, Procure and finish in all things in as ample a Manner as I might do if Personally Present, as well in right of my being Executrix as aforesaid as in my own right; hereby ratifying and confirming all lawful acts done by my said Attorney by virtue hereof. In testimony whereof I have hereunto set my hand and seal Canton 8th day of August Eighteen hundred and thirty Nine.

Ann H. P. Noble {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 Ann H. P. Noble who acknowledged that she signed sealed and delivered the foregoing letter a Power of Attorney on the day and year therein Mentioned as her act and deed for the Purposes therein Specified.

Given under My hand and seal of Office at Canton this 8th Day of August A.D. 1839

{Seal}

John T. Cameron Clerk

Board of Police
Neil
O. F. Pack } Received for Record 5th & Recorded 10th August 1839
The State of Mississippi
Madison County } Whereas by an act of the Legislature of the State of Mississippi approved on the first day of March Eighteen hundred and thirty three the Board of Police of the County of Madison in the state aforesaid was authorized and empowered to Contract for or receive as a donation a certain tract or Parcel of land in said County, upon which to locate a Town or Permanent

seat of Justice for said County, which said Town was to be known & designated by the name of Canton. And Whereas in pursuance of the Provisions of said Act such selection has been made, and such Town laid off, a Plat of which has been Placed of Record among the Records & Proceedings of said Board, and Whereas a Sale of said Lots in said Town of Canton was had on the 26th 27th and 28th days of May Eighteen hundred and thirty four, at which Sale William Rapsdale became the Purchaser of Lot No 6 in Square No 2. for the Price of One hundred and thirty two dollars, which Lot has been as appears to the satisfaction of said Board of County Police sold by said Rapsdale to William Bennett, and afterwards sold by said William Bennett to Orlando F. Pack as more fully appears by reference to the Archives of said William Rapsdale and William Bennett to convey said Lot to Orlando F. Pack, and the Payment of said Sum has been duly secured by the said Pack, Now Know All Men By these Presents, that we the undersigned Members of the Board of Police of Madison County State of Mississippi for the time being for and in Consideration of the Sum of One hundred and thirty two dollars Paid or secured to be paid to said Board by said Pack and by Virtue of the Power in us vested by the act of the Legislature above referred to have granted, bargained sold and released and by these Presents do grant bargain, sell and release unto Said Orlando F. Pack One Certain Lot in the Town of Canton, aforesaid Known on the Plan of said Town as Lot No 6 in Square No Two with all and singular the rights members hereditaments and appurtenances to said Premises incident or in any wise appertaining, To Have & to Hold all & singular the Premises before mentioned unto the said Orlando F. Pack his heirs and assigns forever, and we hereby bind ourselves & our Successors in Office, under the name and Style of the "Board of County Police" of Madison County and State aforesaid to warrant and forever defend all and singular the Premises unto the said Pack his heirs & assigns forever against any lawful Claim or Claims whatever,

In testimony whereof we have hereunto set our hands and affixed our Private seal there being no seal of Office this the 5th day of August Eighteen hundred and thirty nine

Eli Nichols (seal)
Joseph S. Pugh (seal)
Jno T. Dearing (seal)
Members

The State of Mississippi
Madison County ss } Personally appeared before me John T. Cameron Clerk of the Probate Court of said County the above named Eli Nichols Joseph S. Pugh and John T. Dearing Members of the Board of Police of said County who severally 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 aforesaid.

Given under my hand and seal of office at Canton this 5th Day of August A.D. 1839

John T. Cameron Clerk

* * *

Joseph Moore Recd } Received for Record 5th & Recorded 12th August 1839
Deed Sutherland }

This Indenture Witnesseth that Joseph Moore & Lucy Ann his wife of the State of Mississippi & County of Madison for and in Consideration of the Sum of Four Hundred Dollars Lawful money of the United States to them in hand Well and truly Paid by Daniel Sutherland of the same State & County the receipt whereof is hereby acknowledged hath granted, bargained sold released and Confirmed and by these Presents doth grant, bargain, sell alien release, Convey and Confirm unto the said Daniel Sutherland his heirs and assigns

forever all the following described land, to Wit, South half Lot Five section Twenty One, Township Ten Range Two East, Containing forty acres and thirty eight Hundredths, Also South half Lot Sixth Section Twenty Township Ten Range two East. Containing Forty acres. and all the Estate, right, title interest, Claim and demand both in Law and Equity of them the said Joseph Moore and Cassy Ann his Wife of in, and to the said Premises and every Part thereof, Together with all and singular the Privileges and appurtenances to the same belonging or in any wise appertaining; and the Rents, issues, and Profits thereof, To Have and to Hold the Premises hereby bargained and sold or meant or intended so to be, with the appurtenances, to the only Proper use and behoof of the said Daniel Sutherland his heirs and assigns forever. And the said Joseph Moore & Cassy Ann his wife for their heirs Executors, and Administrators do Covenant Promise and agree, to and with the said Daniel Sutherland his heirs Executors, Administrators and assigns, that they are the true and lawful owners of the Premises hereby granted, and hath good right full Power and lawful authority to sell and Convey the same in Manner and form aforesaid; And further that they the said Joseph Moore & Cassy Ann his wife and their heirs Executors and Administrators will Warrant and forever defend the aforesaid Premises, with their appurtenances, and every Part and Parcel thereof unto the said Daniel Sutherland his heirs and assigns against all persons Claiming or to Claim by from or under their heirs or assigns; or by, from or under any other Person or persons Whomsoever,

In Testimony Whereof the said Joseph Moore together with Cassy Ann Wife of the said Joseph Moore who hereby relinquishes all their right and Claim of Dower in and to the Premises have hereunto set their hands and seal this twenty fourth day of April One thousand Eight hundred and thirty nine

signed sealed and acknowledged in the Presence of
M. C. Cayce

Joseph Moore {seal}
Cassy Ann Moore {seal}

The State of Mississippi } Before me Matthew C. Cayce acting Justice within and for said
Madison County ss } County personally appeared Joseph Moore the above named grantor together with Cassy Ann wife of the said Joseph Moore 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 Cassy Ann wife of the said Joseph Moore being severally examined separate and apart from her said husband and the Contents of the said Deed being made known and explained to her declared that she voluntarily and of her own free will and accord without any fear or Coercion of her husband did and now do the acknowledge the signing and sealing thereof, and still remains satisfied. In testimony Whereof I have hereunto set 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. {seal}

D. Hardeman and Lucat Brien & Pugh } Received for Record 10th May & Recorded 16th August 1839
We D. Hardeman and Sarah S. Hardeman have this day sold and do hereby transfer and deliver to John S. Brien and Joseph S. Pugh Trustees for the Consideration of five Dollars to us paid by the said Brien and Pugh and for the other Considerations hereinafter mentioned. the following described tract or parcels of land lying and being in the County of Madison in the State of Mississippi to Wit, The North West quarter of Section Seven, Township Eleven, Range five East, containing One hundred and Sixty — one hundredths of an acre, also Lots Numbers six and seven, Section Six, Township Eleven Range Five East Containing One hundred and

twenty seven acres and ninety one hundredths of an acre, also the West half of the East quarter of section seven of Township Eleven Range five East, containing Eighty acres. also the North half of the South West quarter of section five. Township Eleven Range five East, containing Eighty five acres, and ninety eight hundredths of an acre, also the following described lots or Parcels of land to Wit, the North half, and the South West quarter of section No Thirty five in Township Twelve North of Range five East, containing four hundred and Eighty acres and sixty six hundredths of an acre, also the South East quarter of section Thirty four, Twelve, north of Range five East, containing One hundred and fifty nine acres and sixty six hundredths of an acre, also the West half of the South West quarter of section twenty six. Township twelve North of Range five East, containing Eighty acres and twenty two hundredths of an acre, also two thirds of the following described tracts or parcels of land in the same County and State aforesaid to Wit, (the North East quarter of section Thirty four, Township ~~Twelve~~ North of Range five East, Also East half South East quarter of section twenty Eight Township Twelve North of Range five East, Also the East half North East quarter of section Thirty three. Township twelve N of Range five East, also the North West quarter of section Thirty four in Township twelve N. of Range five East, (also the South East quarter of section Thirty five. Township twelve N. of Range five East,) also West half South West quarter of section twenty seven township ~~twelve~~ N. of Range five East (the North East quarter of section Thirty two Township ~~twelve~~ N. of Range six East, Also the South East quarter and East half South West quarter of section twenty nine. Township Twelve N. of Range six East, Also the North West quarter of section twenty eight. Township twelve N. of Range six East,) also the West half North East quarter of section Thirty three. Township twelve N. of Range five East,) also the East half North West quarter of section Thirty two Township twelve N. of Range six East. to Have and to hold the aforesaid land and bargained Premises to the said John S. Brien and Joseph S. Pugh trustees as aforesaid their heirs and assigns forever, we do Covenant and agree with the said John S. Brien and Joseph S. Pugh that we are lawfully seized of the aforesaid land and bargained Premises, and that we have a good right to convey the same we do further Covenant, and bind ourselves and each of our heirs. Executors and assigns to warrant and forever defend the title to the said land and bargained premises, and every part thereof to the said John S. Brien and the said Joseph S. Pugh trustees as aforesaid their heirs & in Trust Moreover, for the following uses and purposes and none other, that is to say, that the said D. Hardeman is justly indebted to N. & S. Dick & Co of New Orleans in five notes. each for the sum of six thousand five hundred Dollars each payable on the first day of February 1844. and an other note of six thousand nine hundred and thirteen dollars four cents payable as the two first, all of said notes are drawn in favor of William Hardeman and endorsed by said William Hardeman, William P. Perkins. Daniel P. Perkins and Albert G. Crouth, and the said D. Hardeman being desirous to secure and save his said Endorsers to Wit, William Hardeman William P. Perkins Daniel P. Perkins and Albert G. Crouth harmless. Therefore the said D. Hardeman and and the said Sarah S. Hardeman have made the aforesaid sale in Trust for the aforesaid purposes. Now. If the said D. Hardeman shall pay and satisfy the said N. & S. Dick & Co the above described notes as they respectively fall due, and thereby save his said Endorsers harmless from this deed to be void, But in Case that said D. Hardeman shall fail so to do, and the said William Hardeman. William P. Perkins, Daniel P. Perkins and Albert G. Crouth shall have to pay the same or any part thereof, of the aforesaid sums of Money, then it shall and may be lawful, upon the application of said endorsers to the said John S. Brien and the said Joseph S. Pugh. Trustees as aforesaid, by giving reasonable notice Proceed to

sell said land, or so much as shall be necessary to pay off and discharge the amount paid by said endorsers for Cash. and so on until the said endorsers shall have been fully reimbursed of the Monies thus paid out on account of said endorsement, and the expenses of said Sales and until the whole amount of the aforesaid Sums of Money shall have been paid, the property mentioned in this Instrument to remain in the Possession of the said D. Hardeman, until ordered to be sold by said endorsers as aforesaid — In Witness whereof We have hereto set our hands and seals this 1st day of May A.D. 1839

D. Hardeman {seal}
Sarah Ann Hardeman {seal}
John S. Brien (Trustee) {seal}
Joseph J. Pugh (Trustee) {seal}

State of Mississippi
Madison County } Personally appeared before me M. C. Cayce an acting Justice of the Peace in and for said County John S. Brien who acknowledged that he signed, sealed and delivered the foregoing instrument of Writing as his act and deed, for the purpose therein Contained

Given under my hand and seal this the 1st day of May A.D. 1839.

M. C. Cayce J. P.

The State of Mississippi
Madison County } Personally appeared before me William D. Hart, an acting Justice of the Peace and Notary Public Ex Officio in and for said County Joseph. J. Pugh who acknowledged that he signed sealed and delivered the foregoing deed as his act and deed for the purposes therein mentioned,

Given under my hand and seal this 9th day of May 1839

Will. D. Hart. J. P. {seal}

State of Miss
Madison County } Personally appeared before me Wm. D. Hart a Justice of the Peace and Ex Officio Notary Public in and for said County D. Hardeman who acknowledged he signed sealed & delivered the foregoing deed as his act & deed, and Sarah Ann Hardeman being examined separate and apart from her said husband acknowledged that she signed sealed & delivered the same as her act and deed without persuasion fear or compulsion of her said husband.

Given under my hand and seal this 9th day of May 1839

Will. D. Hart J. P. {seal}
Ex Officio Notary Public

Thomas Griffin
And
Washington Ford } Received for Record 14th & Recorded 16th August 1839
State of Mississippi

This Indenture Made and entered into by and between Thomas Griffin of the one part and Washington Ford of the other part both of the State of Mississippi. County of Madison, Witnesseth that the said Thomas Griffin for and in Consideration of the sum of fifty Dollars to him in hand paid by the said Washington Ford the receipt whereof is hereby acknowledged hath granted sold conveyed and confirmed, and by these Presents doth grant bargain sell and convey, unto the said Washington Ford his heirs and assigns forever, a Certain tract or Parcel of land situate in the aforesaid County & State of Mississippi aforesaid Known and distinguished in the original plan and survey of said lands by the East half of the East half of the North West quarter of Section thirty six in Township Eleven of Range five East, and containing forty acres more or less. To Have and to hold the afore mentioned and conveyed Premises, unto the before mentioned Washington Ford his heirs and assigns forever, And the said Thomas Griffin for himself and for each of his heirs Executors

administrators and assigns doth by these Presents covenant and agree with the said Washington Ford his heirs Executors Administrators and assigns to warrant and forever defend the right title interest and Claim with all the rights Privilege hereditaments and appurtenances thereunto belonging or in any wise appertaining unto him the said Washington Ford his heirs Executors Administrators and assigns as aforesaid against the lawful Claim or Claims of all and every other person or persons whomsoever Claiming or to Claim the same or any part or Parcel thereof forever in fee simple,

In Witness Whereof the said Thomas Griffin and Ann Griffin his Wife have hereunto set their hands and seals this Ninth day of May Anno Thousand Eight hundred and thirty eight,

Thomas Griffin {seal}
Ann Griffin {seal}

State of Mississippi } Personally appeared before me . . . . . an acting Justice of the Peace in and for said County Thomas Griffin who acknowledged that he signed sealed and delivered the foregoing deed on the day and year therein mentioned as his own act and deed, and for the express purposes therein Mentioned; Also Ann Griffin wife of the said Thomas Griffin who, after being by me examined separate and apart from her said husband acknowledged that she signed sealed and delivered the foregoing deed freely and voluntarily and for the purposes therein Mentioned and not from any threat fear or Compulsion of her said husband on the day and year therein Mentioned,

Given under my hand & seal this 30th July 1838
Oliver. A. P. Davis J.P. {seal}

Washington Ford & Lloyd } Received for Record 14th & Recorded 16th August 1839
S. J. Thompson } The State of Mississippi }

This Indenture made and entered into on the Eighth day of August A.D. One thousand Eight hundred and thirty Nine by and between Washington Ford and Lucinda Ford his wife of the above written State and County of Madison of the first parts and James S. Thompson of the same State and County of Leake of the second part Witnesseth that the said Washington Ford & Lucinda Ford Parties of the first part for and in Consideration of the sum of Six thousand Dollars to them in hand paid by the said James. S. Thompson party of the second part (the receipt whereof is hereby acknowledged at and before the sealing and delivering of this Indenture) have bargained, sold. Conveyed and Confirmed, and by these presents do, and each of them, doth, bargain. sell. Convey, Confirm and enfeoff unto the said James. S. Thompson his heirs Executors and assigns the following described lands (to wit, the North East quarter, the West half of the South West quarter, and the East half of the East half of the North West quarter of section No thirty six in Township No Eleven North of Range five East, Containing in all two hundred and Eighty acres more or less and lying and being situate in the above State of Mississippi and County of Madison Also the following Personal property viz; Eight Negro Slaves. that is to say Henry aged forty five years and Rhoda his wife aged forty, and their five Children, Evaline aged fourteen, Lina aged Ten. Phillis aged seven. Angeline aged Five and Albert aged two years Clark aged twenty and Maria his wife aged twenty, all Slaves for life and sound in body and Mind Likewise twenty head Stock Cattle, six head of horses. twenty head of Hogs, farming utensils & Blacksmiths tools. To have and to Hold the before Mentioned and described. Conveyed Premises, Real and Personal Estate, goods and Chattels

together with all and singular the rights, Privileges, Profits, increase, appurtenances and hereditaments thereunto belonging or in any wise appertaining or arising unto the said James S. Thompson his heirs Executors Administrators and assigns forever, And the said Washington Ford & Lucinda Ford for themselves their heirs Executors and assigns, to and with the said James S. Thompson his heirs, Administrators, Executors and assigns do Covenant and agree to warrant and forever defend the right and title to and of the above mentioned and Conveyed Premises, Real and Personal Estate and Property unto him the said James S. Thompson his heirs Executors Administrators and assigns forever against the Claim or Claims of every and all persons whomsoever, Claiming or to Claim any Part or parcel of the same forever in fee simple

In testimony whereof the said Washington Ford & Lucinda Ford, to these Presents, their hands and seals have Subscribed and set the day and year first above written

Signed sealed and delivered in the Presence of
Samuel Ford, Thomas Ellis

Washington Ford {L.S.}
Lucinda D. Ford {L.S.}

State of Mississippi
Madison County } Personally appeared before the undersigned Justice of the Peace for said County the within named Washington Ford whose name appears to the within and foregoing Deed as maker thereof who acknowledged that he signed sealed & delivered the said foregoing Deed within for the purposes therein specified on the day and date therein mentioned as his own act and deed. Also Lucinda Ford whose name appears to the same as the wife of the said Washington Ford who after being examined by me separate and apart from her said husband acknowledged that she signed sealed and delivered the same deed freely and voluntarily, and without any fear threats or Compulsion on the Part of her said husband, and for the Purposes therein Mentioned, on the day and year therein written

Given under my hand and seal this 9th August 1839
Oliver H. P. Davis J. P. {seal}

James Pugh
Power Att'y
Joseph S. Pugh } Received for Record 16th & Recorded 19th August 1839

Know all men by these Presents that I James Pugh of the County of Williamson in the State of Tennessee, for divers good Causes and Considerations me thereunto moving - have nominated, Constituted & appointed & by these Presents do constitute and appoint Joseph S. Pugh of Madison County in the State of Mississippi my true and lawfull Attorney for me and in my name, and for my use, to ask demand, sue for, recover and receive two Slaves of mine, to wit Mike about Nineteen years old, and Nancy about fourteen years old from James N. Pugh of Madison County in the said State of Mississippi, or whomsoever else said Slaves or either of them may be in the Possession of, and my said Attorney upon receiving said Slaves or either of them into his Possession to hire them or either of them, for my use for such reasonable terms of time at such reasonable Prices to such person or Persons, as he shall think Proper, or to put & place said Slaves or either of them in the hands of such Person or Persons as he shall think Proper without demanding hire therefor, for such short Periods of time as he shall think proper but in this Case always to reserve to me or my attorney the right to assume and take possession of said Slaves or either of them at Pleasure and generally to do & Perform all necessary acts & things in & about the Premises hereby satisfying and confirming all and whatsoever my said Attorney shall lawfully do by Virtue hereof. In testimony whereof the said James Pugh have hereto set my hand & affixed my seal on this 21st Day of August AD 1838

James Pugh. {seal}

State of Tennessee } Be it remembered that on this 21st day of August A.D. 1838 Personally
Williamson County } Came before us John W. Miller & H. L. White two of the acting Justices of the Peace in & for the County of Williamson, the above named James Pugh with whom we are Personally acquainted and acknowledged the foregoing letter of Attorney from himself to Joseph J. Pugh to be his act and deed, and desired the same to be so Certified

Given under our hands and seals the day & year last above written

H. L. White J.P. {Seal}
John W. Miller J.P. {Seal}

The State of Tennessee }
I Lemuel B. McCormico clerk of the County Court of Williamson County in the State of Tennessee aforesaid do Certify do Certify that Holland L. White and John W. Miller whose signatures appear to the foregoing Certificate are now and were at the making of said Certificate acting Justices of the Peace in and for the County of Williamson duly Commissioned and Sworn and that full faith and Credit are due their acts as such.— In testimony Whereof I have hereto subscribed my name and affixed the seal of said Court at office this 21st day of August A.D. 1838

{Seal}

L. B. McCormico

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 do Certify that Lemuel B. McCormico 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. McCormico to the same is genuine, Given under my hand and seal this 22nd day of August A.D. 1839

Gilbert Marshall {Seal}

Jas W. Wyley } Received for Record 17th & Recorded 19th August 1839
Mortgage
S. A. Livingston } This Indenture made and entered into this fifteenth day of July in the year of our Lord One thousand eight hundred and thirty nine between James W. Wyley and Eliza E. Wyley his Wife of the County of Madison and State of Mississippi of the one part, and Samuel A. Livingston President of the Board of Trustees of Schools and School lands for Township Nine Range Three East in the County of Madison and State aforesaid of the other part, Witnesseth that the said Wyley and Wife hath as well for and in Consideration of the sum of One dollar to them in hand paid by the said Livingston as for and in Consideration of the premises hereinafter Mentioned hath granted bargained sold aleined and Confirmed unto the said Livingston President of the Board of Trustees as aforesaid and to his Successors in Office for the term of Ninety and Nine years. all that tract or parcel land lying and being in the said County of Madison and State aforesaid. known and designated as the Sixteenth Section of Township Nine of Range Three East, To Have and to hold the said Tract of land as above described with all and Singular the Premises thereunto belonging or in any wise appertaining unto the said Livingston President as aforesaid and his Successors in Office for the term of Ninety and nine years, Provided always. and upon that express Condition that if the said James W. Wyley his heirs Executors or Administrators shall well and truly Pay or Cause to be paid to the said Livingston President as aforesaid or to his Successors in office three Certain Promissory Notes. dated May Eighteen hundred and thirty Nine, all executed by the said Wyley and A. C. Gillespie

A. C. Gillespie and William E. Harrold. One for the sum of Eleven thousand two hundred and Sixty dollars. Payable to said Livingston President as

aforesaid or to his successors in Office on the first day of February Eighteen hundred and forty, One for the sum of twenty five hundred and two dollars and Ninety Cents, payable on the first day of January Eighteen hundred and forty And one other note for the sum of Eleven hundred and twenty six dollars and Payable to said Livingston at the Branch of the Commercial Bank of Natchez at Canton. then and in that Case this Indenture to be Null and void. Else to remain in full force and virtue,

In testimony Whereof the said Wyly and Wife hath hereunto set their hands and seals the day and date first above written.

James N. Wyly {seal}
Eliza E. Wyly {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 James N Wyly and Eliza E. Wyly his wife who acknowledged that they signed sealed and delivered the foregoing Deed of Mortgage on the day and year therein Mentioned as their act and deed, And Eliza E. the Wife of said James N. Wyly on a Private examination separate and apart from her husband acknowledged that she signed sealed and delivered said Deed on the day and year therein mentioned as her voluntary act and deed without fear threats or Compulsion of her said husband

Given under my hand and seal of Office at Canton this 17th Day of August A.D. 1839

{seal}

John T. Cameron Clerk

James H. Denson
Mortgage
Miss. Union Bank

Received for Record & Recorded August 20th 1839
State of Mississippi } Madison Bank District }
Madison County }

Whereas James H. Denson 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 October in the year Eighteen hundred and thirty Eight (being within the time Prescribed) at Jackson in the County of Hinds Subscribed for two hundred Shares of One hundred Dollars each, amounting to Twenty thousand Dollars of the stock of the Mississippi Union Bank Created and incorporated by an act of the Legislature of said State approved on the twenty first day of January in the year Eighteen hundred and thirty seven and reapproved on the fifth February 1838, for which said sum of twenty thousand Dollars the said James H Denson hath Executed his Bond or bill single of even date with these Presents, Payable to the said Mississippi Union Bank and being desirous and disposed according to the Provisions of the Eighth section of said Original act of incorporation of said Bank to secure the Payment of the said Bond for the Stock so Subscribed as aforesaid; that the Payment of the Capital and interest of Ten Millions, five hundred thousand Dollars of the loan to be obtained by means of the bonds of the State issued in Conformity with the fifth section of said original act of incorporation at the times the said Bonds for that sum shall severall fall due, may thereby be assured; and to secure the annual payment of four per Centum upon the Principal and seven per Centum interest on the loan he may receive from said Bank as Stockholder therein according to the Provisions of the thirty first section of the original act of incorporation at such times and places as the same may be required, he the said James H. Denson hath offered and agreed to convey by Deed of Mortgage to the said Mississippi Union Bank the following described property to Wit, Negro Slaves Alick aged twenty two years; Randal aged Eighteen years, Martha & Child aged 17 years; Lucinda aged Seventeen years - Caroline aged twenty Eight and her two Children Sylvek 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 H. Denson, 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 James H. Denson 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 Ten Millions five hundred thousand dollars of the Bonds of the State, as aforesaid) and of the loan which the said James H. Denson 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 H. Denson is specially desirous to secure as aforesaid, Therefore this Indenture, made and entered into this twenty fifth day of May in the year Eighteen hundred and thirty nine by and between James H. Denson a Citizen 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 H. Denson for and in Consideration of the Premises before recited, and of the further Consideration of One hundred Dollars to him in hand paid, and to secure the payments aforesaid does hereby grant, bargain sell convey and Mortgage, and by these Presents has granted, bargained sold Conveyed and Mortgaged, unto the said Mississippi Union Bank all and singular the above described property, To Have and to Hold the said above described property, unto the said Mississippi Union Bank, until the Bonds of the State for said sum of Ten Millions five hundred thousand dollars, issued in Conformity with the fifth and 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 H. Denson 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 James H. Denson do previously transfer said Stock and be discharged in the manner and form Prescribed by the twenty ninth section of the original act of incorporation and sixth section of the act supplemental thereto, And upon such payments or transfer and discharge as aforesaid, then and thenceforth as well this Present Indenture and the Estate hereby granted, Conveyed and Mortgaged, as the Bond aforesaid shall Cease determine and become absolutely null and void, 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 encumbrance of Record thereon, and upon the Production of a second Certificate bearing date at

least three Months subsequent to the day of the Recording of these Presents that no other Mortgage or incumbrance, whatever upon said Negro Slaves 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 James H. Denson that there is no judgement against him (or if there be any stating the amount) and that there was none known to him against those under whom he Claims at the date of their Conveyance to him respectively, and upon the Production also of the affidavit of the said Mortgagor that there is no 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, facilities, advantages and Profits to which the Stockholders of the said Bank are entitled according to the true intent and meaning of the said original act of incorporation, and of the act supplemental thereto as aforesaid, It is also hereby expressly understood and agreed that in Case hereafter the right title or titles through or under the Present Mortgagor desires 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 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 levied 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 loans 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 on hinder 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 James H. Denson has hereunto set his hand and seal on this 25th day of May in the year of our Lord Eighteen hundred and thirty Nine

James H. Denson [L.S.]

State of Mississippi } Personally appeared before me John T. Cameron Clerk of the
Madison County } Probate Court of said County the within or above named James H. Denson 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 20th Day of August A.D. 1839

{Seal}

John T. Cameron Clerk

L. D. Mills } Recorded for Record 19th & Recorded 20th August 1839
Lad
Caroline Mills } The State of Mississippi
Madison County } Know all men by these Presents that I Ladson D. Mills of the County of Madison and State of Mississippi aforesaid for and in consideration that Caroline Mills (my wife) has this day signed sealed and delivered unto Me a fully complete release of all her rights & title of Dower in and to all my Estate both real & personal of which I was seized and possessed at the time of our intermarriage, as also that which I have since acquired or may at any time hereafter acquire, and become seized & possessed of. And for the further consideration that she the said Caroline has this day executed to me jointly with Joseph Collins her father of said County & State her Bond of indemnity in the Penal Sum of Thirty thousand Dollars. by which they well and truly fully warrant & defend myself my heirs and assigns against all rights, title, property interest, Claim and demand whatsoever in law and equity of in & to any estate real or personal of which I am now or may at any time hereafter become seized or possessed of. which her heirs or assigns may or might have by virtue of our said intermarriage, & also for the further Consideration that Joseph Collins her said Father obliges himself well & truly to pay & satisfy all outstanding accounts, Claims or demands which the said Caroline may have Contracted since the first day of January A.D. 1839 without my Knowledge, I do hereby release and forever give up unto the said Caroline Mills all the right title Claim and demand which by virtue of our said intermarriage I may or might have acquired as husband and father of in and to her liberty, services and Person as well as to the Custody, education and Control of her son William S. Mills & of any other Child which may hereafter be born heir of said intermarriage, I do hereby also in Consideration of the premises further remise, release & forever quit Claim unto the said Caroline Mills all right title interest property and Claim whatsoever in and to the following Negroes. to Wit, Jeff, Lland, Gin, Ellick, Frank, Cat, Delphy Sam, Tibby, Sarah, Elias Dave, Joque, Cornelius, Mat, Maria & Molly, also one horse Saddle & Baroucke together with all & singular the household & Kitchen furniture; and also one Note of hand drawn by Samuel D. Livingston dated ~ ~ ~ ~ ~ ~ ~ & due and Payable on the first day of January A.D. Eighteen hundred & forty, also all right title & Claim which I may or might have acquired by virtue of my intermarriage with her to any part of her Fathers Estate, so that I the said Ladson D. Mills my heirs & assigns nor any other Person or Persons for me them or any of them have Claim Challenge or demand any right title Claim or demand of in or to the same or any Part or Parcel thereof on whose soever hands seizure or possession the same may or can be. but thereof and therefrom shall be utterly barred & excluded forever by these Presents,

In Witness Whereof I have hereto set my hand and affixed my seal this 28th June A.D. 1839

Test Lawson F. Henderson
Garth Henderson

L. D. Mills {Seal}

The State of Mississippi } Personally appeared before me John T. Cameron Clerk of the
Madison County ss } Probate Court of said County George W. Henderson one of the
subscribing Witnesses to the foregoing Deed who being duly sworn deposed and said
that he saw Lawson A. Mills whose name is subscribed thereto sign seal and
deliver said Deed on the day and year it bears date, that he this deponent
together with Lawson. F. Henderson the other subscribing Witnesses subscribed
their names to said Deed as Witnesses in presence of said Mills and in presence
of each other on the day and year aforesaid.

Given under My hand and seal of Office at Canton
this 19th day of August A.D. 1839

John T. Cameron Clerk

S. M. Flournoy Shff } Received for Record 19th & Recorded 20th August 1839
Deed
Samuel Hamblin } This Indenture, made and entered into this Nineteenth day
of August Anno Domini One thousand Eight hundred and thirty Nine between
Samuel M. Flournoy, Sheriff of Madison County, Mississippi of the first part
and Samuel Hamblin of the second part, Witnesseth that whereas Judgement
was rendered by the Circuit Court of the County of Madison aforesaid, against
James Sims, Uriah Kent, F. M. Little, Alford Haley and Enoch King at the Special
Term of the Circuit Court of Madison County, February 1839 for the sum of $816 [illegible]
at the suit of D. G. and R. Moore with interest at the rate of eight per cent
per annum from date until Paid and Cost of suit, and Whereas Writs of Fieri
Facias issued from the Office of the Clerk of the Clerk of — Circuit Court afore-
said directed to the Sheriff of Madison County aforesaid, Commanding him that
of the goods and Chattels, lands and Tenements of the aforesaid Defendants he
cause to be Made the sum of Money Mentioned in said Writ of Fieri Facias, to
render to the said Plaintiffs at the October Term A.D. 1839 of said Court,
and the said Sheriff in Conformity of the Command of said Writ Proceeded on
the 13th day of July A.D. 1839 to levy the aforesaid Writ of Fieri Facias on the
following discribed tract or Parcel of land as the Property of Enoch King lying and
being in the County of Madison aforesaid Known as the N½ NW¼ SW¼ of
Section Twenty five Township No 11 of Range No 4 East — as the Property of
Enoch King, Containing by estimation forty acres be the same More or less
and the said Sheriff proceeded to advertise the same for thirty days Previous
to the 19th day of August A.D. 1839 in the Madison Whig Advocate 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 19th day of August A.D. 1839
to offer the same for sale at the Court House Door aforesaid to the highest bidder
for Cash and Samuel Hamblin appeared and bid Six Cents Per acre, which
was More than any other Person did or would bid, Now Therefore for and in
Consideration of the aforesaid Sum of Six Cents Per acre, 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 bar-
gain sell and Convey to the aforesaid Samuel Hamblin all the right title
interest and Claim of the aforesaid Enoch King 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 Enoch King his heirs Executors and Administrators

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

S. M. Flournoy Sheriff {L S}

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

Given under my hand and seal of Office at Canton
this 19th day of August A.D. 1839

John T. Cameron Clerk

S. M. Flournoy Shff } Received for Record 19th & Recorded 21st August 1839
Ded
Joseph Sharick

This Indenture Made and entered into this Nineteenth day of August Anno Domini one thousand eight hundred and thirty Nine, Between Samuel M. Flournoy, Sheriff of Madison County, Mississippi of the first Part, and Joseph Sharick of the second Part, Witnesseth: That Whereas Judgement was rendered by the Circuit Court of the County of Madison aforesaid, against Josiah Burroughs in the following Cases, viz: at the Spring Term 1838 of said Court, one in favor of Samuel E. Gilleland for $71.$\frac{79}{100}$ one in favor of A. C. McCoy for $200.$\frac{40}{100}$ one in favor of C. P. Holloway for $127.$\frac{10}{100}$ one in favor Lu. S. Gooch use &c for $179.$\frac{66}{100}$ one favor G. W. Weatherby for $146.$\frac{81}{100}$, one favor of J. M. C. Folkes for $145.$\frac{36}{100}$, one favor R. Hampton &c for $101.$\frac{66}{100}$ one favor Barth W. Goodall &c for $187.$\frac{46}{100}$ one favor W. F. Mason &c for $119.$\frac{81}{100}$, one favor Bugby & Clark use &c for $91.$\frac{58}{100}$ one favor J. Corsorew for $32.$\frac{57}{100}$ one favor W. A. Brickell for $191.$\frac{50}{100}$ one favor of E. Davis for $181.$\frac{85}{100}$, one favor Pinckard & Payne for $74.$\frac{62}{100}$, one favor Lu. S. Gooch use &c for $414.$\frac{82}{100}$ one favor of J. H. Clark &c for $163.$\frac{64}{100}$ with interest at the rate of Eight Per Cent per annum from date until paid and Cost of Suits, and 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 Josiah Burroughs he cause to be made the sums of Money mentioned in said Writs of Fieri Facias, to render to the said Plaintiffs at the fall Term A.D. 1839 of said Court, and the said Sheriff in Conformity of the Commands of said Writs Proceeded on the 25th day of June A.D. 1839 to levy the aforesaid Writs of Fieri Facias on the following described Lots or Parcels of ground as the Property of the aforesaid Defendant, lying and being in the Town of Madisonville in the County and State aforesaid, Known as Lot No 42. Square No 8. Lots No 217-218-219-220-229-230-231-223-224-225-226. Also the following lot of land adjoining the Town of Madisonville described as follows, viz Beginning at a stake in the line dividing Sections fifteen and twenty two, on the West side of Front Street, thence with said line street, North thirty and ¾ West twenty nine Poles four links to a stake, thence South Eighty six and one half West twenty two Poles four teen links to a stake, thence South thirty three fourths East twenty six Poles twenty two links to a stake in the aforesaid section line, thence East with said line twenty three Poles fourteen links to the beginning containing three acres & fifty hundredths more or less. and the said Sheriff Proceeded to advertise the same for thirty days Previous to the 19th day of August A.D. 1839 in the Madison Whig Advocate, a Public Newspaper Printed in the Town of Canton Miss. the aforesaid lots 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 Nineteenth day of August A.D. 1839 to offer the same for sale at the Court house door aforesaid to the highest bidder for Cash and Joseph Sharick appeared and bid fifty five dollars and fifty Cents, which was more than any other Person did or would bid. Now Therefore for and in Consideration of the aforesaid Sum of fifty five Dollars and fifty Cents 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 Joseph Sharick all the right, title, interest and Claim of the aforesaid Burroughs in and to the aforesaid Lots or Parcels of ground 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 Burrough 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
Madison County } Personally appeared before me John T. Cameron Clerk of the Probate Court of said said County Samuel M. Flournoy Sheriff of said County and acknowledged that he signed sealed and delivered the within and foregoing deed on the day and year therein mentioned as his act and deed as Sheriff aforesaid

S. M. Flournoy Sheriff {Seal}

Given under my hand and seal of Office at Canton this 19th day of August A.D. 1839

John T. Cameron Clerk

William T. Le Ground
And
William Owens

Received for Record 19th & Recorded 21st August 1839

This Indenture Made and entered into this Nineteenth day of August A.D. Eighteen hundred and thirty nine between William T. Le Ground of the County of Madison and State of Mississippi of the one Part, and William Owen of the same County & State of the other Part Witnesseth that Whereas one Gorham P. Ayer & Frances Ayer his wife on the sixth day of July A.D. Eighteen hundred and thirty eight executed to the said William T. Le Ground as Trustee a certain Deed of Trust on Certain Property therein Mentioned to secure to one John N. Le Ground the payment of Money specified in Certain Notes executed by the said Gorham P. Ayer to the said John N. Le Ground which will more fully appear by reference to said Deed of Trust Recorded in the office of the Probate Clerk of Madison County in Book E. Pages 656-656 & 657. and Whereas the said Gorham P. Ayer having failed to satisfy one of the Notes Mentioned in said Deed of Trust, at the time at which it became due & payable the said William T. Le Ground in accordance with the Provisions of said Deed advertised the property therein specified or so much thereof as would be sufficient to satisfy certain Debts in said Deed of Trust mentioned in the Madison Whig Advocate, a News paper Printed in the Town of Canton for the space of thirty days and Posted the same on the Court house door of the County of Madison & the Doors of two of the Chief Mercantile houses in the Town of Madisonville for the same space of time, and Whereas the said William T. Le Ground did on the seventeenth day of August Instant on the Premises the time & place specified in said Advertisement sell to the highest bidder for Cash the following Property mentioned in said Deed of Trust, to wit, three hundred and fifty seven acres of land Known and designated as follows. Lots number two, three, & Six in Section Six Township Seven, Range Three East, the East half of the South West quarter of Section thirty one Township Eighty, Range Three East, the South half of the West half of the South East quarter of Section thirty one in Township Eighty Range Three East, all lying in the County of Madison. Also the following Slaves & other Personal Property to Wit, Emmanuel aged about forty years, Edith aged about fifty years, Sim aged about fifteen years, Eliza aged about thirteen years, Dick aged Eleven years Sam aged about Nine years, Nelson aged about Seven years, Bob aged about five years Charles aged about two years, Matilda aged about Sixteen years, and Child, Philip aged about twenty five years, Eliza aged about twenty four years, Henry aged about Six years, Mary aged four years, Edmund aged two years & David aged about twenty five years, Also a Stock of Hogs, one Roan Horse, one Sorrel horse, one Bay Horse, two Yoke of Oxen, one Waggon, Stock of Cattle, Kitchen

furniture and farming utensils of the said Gorham P. Ayer, and whereas the said William Owen became the highest bidder for the aforesaid Property, Now therefore by virtue of the Powers authority vested in him by the above mentioned deed of Trust. for and in Consideration of the Premises and for the further Consideration of four thousand nine hundred & thirty dollars to him in hand paid by the said William Owen the receipt whereof is hereby acknowledged, the said William J. LeGrand has granted bargained & sold, and doth by these Presents grant, bargain sell & convey unto him the said William Owen the above described land. Negroes & other personal property, To Have & to Hold the said lands Negroes & other Property & every part & parcel thereof, together with all and singular the appurtenances thereunto belonging unto him the said William Owen his heirs & assigns forever, and the said William J. LeGrand Trustee as aforesaid for himself & his heirs, Covenants and agrees to and with the said William Owen his heirs & assigns that he will warrant and forever defend unto him the said William Owen his heirs & assigns all the right title & interest in and to the above described property which he the said William J. LeGrand can legally convey as Trustee as aforesaid

In testimony whereof the said William J. LeGrand has hereunto set hand & seal this day & year first above written.

Signed sealed & delivered in presence of } W. J. LeGrand Trustee {Seal}
In the time action made before signing
John G. Ott, Wm. S. Bailey

The State of Mississippi } Personally appeared before me John J. Cameron Clerk of
Madison County ss } the Probate Court of said County the above named William J. LeGrand who acknowledged that he signed sealed and delivered the foregoing deed on the day and year and for the purpose therein specified as his act and deed as Trustee &

{Seal}

Given under my hand and seal of Office at Canton this 19th Day of August A.D. 1839

John J. Cameron Clerk

Robert Eakin
Sen
William Eakin } Received for Record 21st & Recorded 21st August 1839

This Indenture Made and entered into this the Eight day of July in the year of our Lord One thousand Eight and thirty Nine by and between Robert Eakin and Sarah Ann Eakin his wife of the County of Carroll and State of Mississippi of the first part, and William Eakin of the County of Attala & State aforesaid of the second Part. Witnesseth that the said Robert Eakin for and in Consideration of the sum of five hundred dollars to him in hand paid by the said William Eakin the receipt of which is hereby acknowledged. Have given granted, bargained, sold and conveyed, and by these Presents doth sell and convey unto the said William Eakin, a certain piece parcel or tract of land situated lying and being in the County of Madison and State aforesaid, and known and designated on the Map at the land office at Mount Salus as the S½. of the E½. of the N.E¼ of Section No 13. Township No 8. of Range No 3 East, Containing thirty six & 50/100 acres of land, agreeable to Previous Receipt To Have and to Hold the above described land together with all and singular the tenements hereditaments and appurtenances thereto belonging or in any wise appertaining, and the said Robert Eakin doth hereby Covenant and agree to and with the said William Eakin that he will forever Warrant and defend the right, title and Claim of the above described land unto the said William Eakin his heirs and assigns forever, In testimony whereof

the said William Eakin and Sarah Ann Eakin his wife have hereunto set their hands and seals on the day and year first above written

Robert Eakin {L.S.}
Sarah Ann Eakin {L.S.}

The State of Mississippi
Attala County } Personally appeared before me John M. Thompson Clk of the Probate Court of said County Robert Eakin and Sarah Ann Eakin his wife who acknowledged that they signed sealed and delivered the foregoing Deed as their acts and deeds for the uses and purposes therein named. And on the day and year there named, And the said Sarah Ann Eakin being examined by me separately and apart from her husband acknowledged that she signed sealed and delivered the same in full relinquishment of her right of Dower freely without any fear. threats or Compulsion of her said husband,

Given under my hand and seal of office this 11th Day of July A.D. 1839

Jno. M. Thompson Clk

Richard H. Austin
Ded
William D. Chambers } Recorded for Record August 20th & Recorded 22nd August 1839

This Indenture made and entered into this twentieth day of August A.D. 1839 Between Richard H. Austin of the one Part, and William D. Chambers of the second Part, both of the County of Madison and State of Mississippi Witnesseth that the said Party of the first Part for and in Consideration of the sum of One thousand seven hundred and fifty dollars. to him 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, has this day granted, bargained sold and conveyed, and by these Presents doth grant, bargain sell Convey and Confirm unto the said Party of the second Part, his heirs and assigns forever, all those several tracts or Parcels of land, situate lying and being in the County of Madison and State of Mississippi, known and designated as the South West quarter of section No Twenty the East half of the South East quarter of section No Nineteen, the North West quarter of section No Twenty Nine, the East half of the North East quarter of section No Thirty. all in Township No Twelve of Range No five East, in the Choctaw District Containing in the Whole four hundred and Eighty acres be the same more or less. together with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining, To Have and to Hold the above described and hereby granted Premises with the appurtenances unto the said Party of the second Part his heirs and assigns forever in fee simple, And the said Party of the first part for himself his heirs Executors and Administrators doth hereby Covenant and agree to and with the said Party of the second Part his heirs Executors administrators and assigns that he is well seized in fee of the aforegranted Premises that he has good right to sell and Convey the same in manner and form aforesaid, and that the same are Conveyed free and quit of all incumbrances, And that he will and his heirs shall warrant and forever defend the right and title in and to the above described and hereby granted Premises with the appurtenances from and against himself his heirs & and from and against all and every other persons Persons whomsoever Claiming or to Claim the same or any Part thereof by from or under him them or any of them, unto the said Party of the second Part his heirs and assigns forever by these Presents,

In testimony Whereof the said Party of the first Part hath hereunto set his hand and affixed his seal this twentieth day of August A.D. 1839

Richd H. Austin {Seal}

The State of Mississippi } Personally appeared before me John T. Cameron Clerk of the
Madison County ss } Probate Court of said County Richard H. Austin 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 August A.D. 1839

{Seal}

John T. Cameron Clerk

Wm. M. Gwin (Marshal) } Received for Record 22nd of Recorded 23d August 1839
And
Richard H. Austin } This Indenture made and entered into this first day of July 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 Richard H. Austin of the other part Witnesseth; Whereas, a Writ of Fieri Facias lately issued from the Circuit Court of the United States, for the District of Mississippi directed to the said Marshall at the suit of Elizabeth G. Brown against the goods and Chattels, lands and tenements of John Duke and James Pigg, Richard Allen and George W. M. Stacey as securities for the sum of Two thousand four hundred & fifty Eight Dollars, and Ninety three & one third Cents, which said Writ of Fieri Facias was levied on the following land viz; The South West quarter of Section Seventy, Township twelve North of Range five East, East half of South East quarter of Section Nineteen, Township twelve North of Range five East, North West quarter of Section twenty Nine, Township twelve North of Range five East, East half of North East quarter of Section Thirty, Township twelve North of Range same, Containing in all four hundred & Eighty acres 480 - all of which land is in the County of Madison County of State of Mississippi it being the Property of said John Duke with the appurtenances, as the lands and tenements of the above named defendant, and the said Marshal having given thirty days previous notice that the above described land would be sold at public auction by virtue of said Writ of ~~~~ on the day and year first above written, between the hours of Eleven O'Clock A.M. and four O'Clock P.M. of said day at the Court House of said County of Madison, did at the same time and place offer said Premises for sale at Public auction, and the said Richard H. Austin Party of the second part, then and there appeared and bid for the Premises the sum of One dollar & forty Cents per acre: which said sum was more than any other Person offered or bid for the same, Whereupon the said Premises were Struck off to the said ~~~~ 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 One ~~400~~ Dollars, to him the said Marshal in hand well and truly paid by the said Richard H. Austin 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 Richard H. Austin 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 John Duke the above named defendant of in or to the same, unto the said Richard H. Austin his heirs and assigns forever;

In Witness whereof the said William M. Gwin