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

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

J. F. Cook
G. W. Terrill

The State of Mississippi
Madison County ss } Personally appeared before me John T. Cameron Clerk of the Probate Court of said County John F. Cook one of the subscribing Witnesses to the foregoing deed who being duly sworn deposed and said that he saw William M. Gwin Marshal of 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 George W. Terrill the other subscribing Witness to said deed signed the same as such in presence of said Gwin and in presence of each other on the day and year aforesaid.

{Seal}

Given under my hand and seal of Office at Canton this 22nd day of August A.D. 1839

John T. Cameron Clerk

Wm M. Gwin (Marshal) to Mary Smith } Received for Record 22nd & Recorded 23rd August 1839.

This Indenture, Made and entered into this third day of June 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 Mary Smith of the County of Madison 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 Marshal at the suit of Robbins. Painter & Co., Thomas Gibbs & Fosley Easton against the goods and Chattels, lands and tenements of R. S. Hunter, James R. Rupell. Henry Garrett, & Thomas Smith for the sum of Thirty Eight hundred & Eighty eight dollars and eighty seven Cents &c. which said Writ of Fieri Facias was levied on the undivided interest of Thomas S. Smith which is one half of the following tract or Parcel of land viz: the Whole entire Section twenty seven Township Eight of Range Three East, also a lot of land containing One hundred & two & Eighty six hundredths of an acre, being the Southwest quarter & the West half of South East quarter of Section twenty two. Township Eight Range Three East making in all seven hundred & forty two acres 86/100 of an acre, levied on as the Property of Thomas S. Smith one of the securities of R. S. Hunter in a forthcoming Bond, with the appurtenances, as the lands and tenements of the above named Defendant, Thomas S. Smith, 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 Fieri Facias on the day and year first above written, between the hours of Eleven A. Clock A. M and four P. 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 Mary Smith party of the second part then and there appeared and bid for the Premises the sum of Ninety eight 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 Mary Smith she 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 Ninety eight dollars to him the said Marshall in hand well and truly Paid by the said Mary Smith, at and before the sealing and delivery hereof, the receipt Whereof is hereby acknowledged, hath this day granted bargained, sold,

stained, and Conveyed, and by these Presents, doth grant, bargain sell, alien and Convey unto the said Mary Smith her 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 Thomas J. Smith 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

J. F. Cook
G. M. Terrill

Wm M. Gwin {seal}
Marshal of the Southern
District of Mississippi

The State of Mississippi
Madison County } ss Personally appeared before me John F. Cameron Clerk of the Probate Court of said County John F. Cook one of the subscribing Witnesses to the Within Deed who being duly sworn Deposed and said that he saw William M. Gwin (Marshal &c) whose name is thereto subscribed sign seal and deliver said Deed on the day and year therein Mentioned, that he this Deponent together with G. M. Terrill the other subscribing Witness to said Deed signed the same as such in Presence of said Gwin and in the Presence of each other on the day and year aforesaid

{Seal}

Given under my hand and seal of Office at Canton this 22nd Day of August A.D. 1839
John F. Cameron Clerk

Ira Mullin
Mortgage
Miss. Union Bank

Received for Record } Recorded August 27th 1839
State of Mississippi } Mullin Book 2 District
Madison County

Whereas Ira Mullin a Citizen of said State residing in the County aforesaid (being an owner of Real Estate situated in the State of Mississippi) on the 28th day of August in the year Eighteen hundred and thirty Eight (being within the time Prescribed) at Canton in the County of Madison Subscribed for Two hundred and five Shares of One hundred dollars each amounting to Twenty thousand five 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 as approved on the fifth February 1838. for which said Sum of Twenty thousand five hundred dollars the said Ira Mullin hath executed his bond or bill Single, of even date with these Presents, Payable to the said Mississippi Union Bank and being desirous and disposed according to the Provisions of the Eighth Section of said Original act of incorporation of said Bank to secure the Payment of the said Bonds, for the Stock 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 Percentum 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 Ira Mullin hath offered and agreed to Convey by Deed of Mortgage to the said Mississippi Union Bank the following described Property to Wit, The South West quarter of Section No Twenty; The East half South East quarter of Section No Nineteen; The North West quarter; The West half

of the North East quarter; the North half of the East half of the South East quarter: the North half of the West half of the South West quarter of of Section No Twenty Nine; and the East half of the South East quarter of Section No Thirty. all in Township No Eleven of Range No four East. Containing in all six hundred and forty two acres of land 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 Ira Mullin, 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 Ira Mullin doth acknowledge himself debtor to the Mississippi Union Bank, in the said Sum of Twenty thousand five hundred Dollars being the amount of the shares of the Stock of said Bank so subscribed as aforesaid of which he is to be holder by virtue of these presents, the payment of which (in order to secure the payment of the Capital and interest of Ten Millions five hundred thousand dollars of the Bonds of the state aforesaid, and of the loan which the said Ira Mullin 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 Ira Mullin is specially desirous to secure as aforesaid. Therefore This Indenture, made and entered into this twenty sixth day of August in the year Eighteen hundred and thirty nine by and between Ira Mullin and Anna Mullin 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 Ira Mullin and Anna Mullin 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 spread 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 Ira Mullin shall have paid the amount of said Bond, expected 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 Ira Mullin 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 thence forth 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 intended to be given 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 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 Sea Mullin 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 and five Shares (subject to be graduated and reduced or rejected, as aforesaid) of the stock of the said Mississippi Union Bank, and entitled, as such to all the rights, facilities advantages and Profits, to which the Stockholders of the said Bank are entitled according to the true intent and meaning of the said original act of incorporation and of the act supplemental thereto as aforesaid. It is also hereby expressly understood and agreed that in case hereafter the right title or titles through which the Present Mortgagor derives the above described Property, should be deemed insufficient on account of some defect therein, or if any Claim either by 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 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 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 Sea Mullin

and Anna Mullin his wife have hereunto set their hands and seals on this 26th Day of August in the year of Our Lord Eighteen hundred and thirty Nine

Ira Mullin [L S]
Anna Mullin [L S]

State of Mississippi } ss.
Madison County } Personally appeared before me Eli Nichols a Member of the Board of Police in and for said County — the within or above named Ira Mullin 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 27th day of August AD 1839

Eli Nichols Member B.P.M.C.

State of Mississippi } ss.
Madison County } I Eli Nichols a Member of the Board of Police in and for said County do hereby Certify that Mistress Anna Mullin 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 the 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 seventh day of August AD 1839

Eli Nichols Member
B.P.M.C.

Polly Wadlington Relinquishment Israel G. Griffing } Received for Record 27th & Recorded 29th August 1839

State of Mississippi
Madison County } Personally appeared before me H. D. Foster an acting Justice of the Peace in and for said County Polly Wadlington who duly acknowledges that she signed sealed and delivered a Certain instrument of Writing (viz) a Deed of Conveyance jointly with her late husband Mercer Wadlington dec^d to Israel G. Griffing, Conveying to said Griffing the South half of the South West quarter of Section twenty Seven Township 9 Range One West; And the said Polly Wadlington further more deposeth that her said husband Mercer Wadlington dec^d did on the day named (viz) 11th day of January 1832. together with herself sign seal and deliver the said Deed of Conveyance for the Purposes therein Expressed

Given under my hand and seal this 21st day of August AD 1839

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

Saml. M. Flournoy Deed Abram. A. Halsey } Received for Record 26th & Recorded 29th August 1839

This Indenture, Made the Seventeenth day of June in the year of our Lord, One thousand Eight hundred and thirty Nine between Samuel M. Flournoy of the County of Madison & State of Mississippi and Minerva Ann his wife of the one part and Abraham A. Halsey of Carroll County in said State, of the other Part;

Witnesseth That the said Parties of the first Part, for and in Consideration of the sum of twenty thousand Dollars to them in hand paid by the said Abraham A. Halsey at or before the sealing and delivery of these Presents, the receipt whereof is hereby acknowledged and the said Abraham A. Halsey his heirs, Executors and administrators forever released and discharged therefrom by these Presents, have granted, Bargained sold, Conveyed and Confirmed, and by these Presents do Grant, bargain Sell, Convey and Confirm unto the said Abraham A. Halsey and to his heirs and assigns forever, all those several tracts & Parcels of land lying in the said County of Madison and More Particularly described as follows, viz One Tract of land lying near the Town of Canton in said County upon which

the said Samuel M. Flournoy now resides bounded as follows, viz, Beginning at the South East corner of said Tract on the West side of the road leading from Canton to Moores Bluff at a Point in Samuel D. Livingstons line and running thence West with the line of said Livingstons land to a Corner of Thomas Collins' land, thence West with the line of said Collins land to a Corner of Wm L. Balfours land, where this tract corners with the lands of said Collins & Balfour, thence North with the line of said Balfours land about two hundred & ninety four yards, thence West with the line of said Balfours about half a mile to a Corner of David M. Fullers land, where this tract corners with the lands of said Balfour & Fuller, thence North with the line of said Fullers land to a Corner of the land late the Property of Wm McDowell Dec^d, thence North with the line of said McDowells land to a Hickory about one mile from the last Corner, thence East with the line of said McDowells land to a Corner of Mr Reed's land, thence East with said Reeds line to the road leading from Canton to Moores Bluff thence South with said Reeds line to the Corner of said Reeds land thence East with said Reeds line across said Road to a Hickory where this tract corners with the lands of said Reed & Livingston, thence South with said Road & the line of said Livingstons land to the Place of Beginning. Containing Eight hundred acres of land & embracing the larger Portion of the lands heretofore Purchased by said Flournoy in different Parcels from Mesrs Roderick. Allen. R. Allen Jr. & Selocoberry & B Long. a part thereof having been previously sold leaving the quantity of land in the tract hereby conveyed, Eight hundred acres as aforesaid. Also One other tract of land lying near said Town of Canton bounded in the North by lands of Lewis G. Meaughter, on the East by lands of Dr Frans Fuller on the South by lands of Robt G. Anderson Senr & on the West by lands of Willis Walton, Containing Eighty acres of land, & more particularly designated on the Map of General survey thereof on file in the Public land office in Jackson in said State as the East half of the South West quarter of Section No twenty in Township No Nine in Range No Three East, Also One other tract of Six acres of land lying in said Town of Canton & bounded as follows. viz. Beginning at the South East Corner thereof on the West side of the road leading from Canton to Moores Bluff at a Corner of Lawson & Hendersons lot & running thence West with the line of said Hendersons lot to a lot of C. S. Peck. by whose lot it is bounded, in whole or in part on the West, on the North by the lot on which S. D. Livingston now resides, and on the East by the road leading from Canton to Moores bluff. being the same tract or lot of land purchased by said Flournoy from Jno Munn. formerly occupied by John Henry & now in the occupancy of Benjn F. & Wm Chambers. together with all and singular the appurtenances hereditaments Privileges and advantages whatsoever unto the above described Premises belonging or in any wise appertaining; And also all the Estate, right, title interest, and Property and Claim. whatsoever, either at Law or in Equity of them the said Parties of the first part of in. and to the same; To have And to hold the above Granted. Bargained and described Premises with the appurtenances unto the said Abraham A. Healsey & unto his heirs and assigns forever, And the said Samuel M. Flournoy for himself his heirs. Executors and administrators does Covenant. grant Promise and agree to and with Abraham A. Healsey his heirs and assigns that he the said Samuel M. Flournoy and his heirs the above described and hereby granted Premises, and every Part thereof with the appurtenances unto the said Abraham A. Healsey and his heirs and assigns against the said Samuel M. Flournoy & his heirs and against all Persons lawfully or Equitably 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 parties of the first part, have hereunto set their hands and seals the day and year above written,

Signed sealed and delivered in the Presence of

S M. Flournoy {seal}
A. A. Flournoy {seal}
mark

State of Mississippi } This day Personally appeared before me John T. Lamure
Madison County } Clerk of the Probate Court of Madison County aforesaid Samuel M. Flournoy of said County & Missouri & his wife known to me to be the persons who executed the within Deed and acknowledged that they signed sealed & delivered the

same as their act & deed for the purposes therein mentioned, & the said Minnie Ann the wife of said Samuel M. Fleming having been by me examined separate & apart from her said husband acknowledged that she signed sealed & delivered said deed as her voluntary act without any fear threats or compulsion of her said husband

Given under my hand and seal of Office at Canton this 25th day of June A.D. 1839

{Seal}

John T. Cameron Clerk

Eloma Dear
Relinquishment
L.G. Naughtin

Received for Record & Recorded August 31st 1839
The State of Mississippi
Madison County

I do hereby Certify that on a private examination of Eloma Dear wife of John Dear separate and apart from her said husband acknowledged that she signed sealed and delivered the within Deed as her proper act and deed freely and voluntarily without fear threats or compulsion of her said husband on the day and year and for the purposes therein specified.

Given under my hand and seal this Thirtieth day of August A.D. 1839

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

William H. Naughtin
Mortgage
Miss. Union Bank

Received for Record & Recorded September 3rd 1839
State of Mississippi
Madison County
Nathan Bank District.

Whereas William H. Naughtin a Citizen of said State residing in the County aforesaid (being an owner of Real Estate situated in the State of Mississippi) on the 7th day of August in the year Eighteen hundred and thirty eight (being within the time Prescribed) at Canton in the County of Madison subscribed for One hundred and forty four Shares of One hundred dollars each. Amounting to fourteen thousand four hundred dollars of the Stock of the Mississippi Union Bank Created and incorporated by an act of the Legislature of said State approved on the twenty first day of January, in the year Eighteen hundred and thirty seven, and reapproved on the fifth February 1838. for which said sum of fourteen thousand four hundred dollars, the said William H. Naughtin 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 same shall severally fall due, may thereby be secured. And to secure the Annual Payment of four per Centum upon the Principal and seven Per Centum interest on the loan he may receive from said Bank as Stockholder therein, according to the Provisions of the thirty first section of the original act of incorporation at such times and places as the same may be required of the said William H. Naughtin, hath offered and agreed to Convey by deed of Mortgage, to the said Mississippi Union Bank the following described Property, to Wit; The East half of the South East quarter, the South half of the West half of the South East quarter; The East half of the South West quarter of Section No. Seventeen; The East half of the North West quarter The East half

of the North East quarter, the South half of the West half of the North East quarter of Section No Twenty, and the North half of the North West quarter of Section No twenty One, all in Township No Nine of Range No Three East, Containing in all four hundred and Eighty acres of land 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 William H. Slaughter 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 H. Slaughter doth acknowledge himself debtor to the Mississippi Union Bank, in the said Sum of fourteen thousand four hundred Dollars being the amount of the Shares of the Stock of said Bank so Subscribed, as aforesaid, of which he is the holder by virtue of these Presents, the Payment of which (in order to secure the Payment of the Capital and interest of Ten Millions five hundred thousand dollars of the Bonds of the State as aforesaid) and of the loan which the said William H. Slaughter 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 H. Slaughter is Specially desirous to secure as aforesaid, Therefore This Indenture, made and entered into this third day of September in the year Eighteen hundred and thirty Nine by and between William H. Slaughter and Elizabeth Slaughter, 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 H. Slaughter and Elizabeth Slaughter 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 twentieth sections of said original act of incorporation, with the interest thereon shall be paid off and cancelled by the said Mississippi Union Bank, and until the said William H. Slaughter 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 William H. Slaughter 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 William H. Slaughter 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 this 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 One hundred and forty four Shares (subject to be graduated and reduced or rejected as aforesaid) of the Stock of the said Mississippi Union Bank and entitled as such, to all the rights, facilities, advantages and Profits to which the Stockholders of the said Bank are entitled, according to the true intent and meaning of the said original act of incorporation, and of the act supplemental thereto, as aforesaid;— It is also hereby expressly understood and agreed that in Case hereafter the right title or titles, through which the Present Mortgagor derives the above described property, should be deemed insufficient on account of some defect therein, or if any Claim either by 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 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 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, Pledged and hereby Mortgaged to secure the amount of stock allotted to said Mortgagor as aforesaid is not of sufficient value, then the said Mississippi Union Bank shall have the right to reject the same, and in such Case may require other security or in default thereof reduce the shares of such defaulter to the amount sufficiently secured.

In testimony whereof the said William H. Slaughter

and Elizabeth Slaughter his wife have hereunto set their hands and seals on this third day of September in the year of our Lord Eighteen hundred and thirty nine

Wm. H. Slaughter {seal}
Elizabeth Slaughter {seal}

State of Mississippi } ss.
Madison County } Personally appeared before me John J. Cameron Clerk of the Probate Court of said County the within & above named William H. Slaughter 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.

{Seal}

Given under my hand and seal of Office at Canton this third day of September AD. 1839

John J. Cameron Clerk

State of Mississippi } ss.
Madison County } I John J. Cameron Clerk of the Probate Court of said County do hereby certify that Martha Elizabeth Slaughter 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.

{Seal}

Given under my hand and seal of Office at Canton this third day of September in the year of Our Lord one thousand Eight hundred and thirty nine

John J. Cameron Clerk

Alden S. Bailey Received for Record 3rd & Recorded 4th September 1839

This Indenture made the twenty fourth day of August in the year of Our Lord One thousand Eight hundred and thirty Nine between Alden S. Bailey of the first Part, and George F. Heard of the second Part, Witnesseth that the said party of the first part for and in consideration of the sum of Four thousand Dollars Lawful Money of the United States of America to him in hand paid by the said party of the second Part at & before the ensealing and delivery of these Presents, the receipt whereof is hereby acknowledged, and the said Party of the second Part, his heirs, Executors and administrators forever released and discharged from the same by these Presents, hath granted bargained, sold aliened remised, released, enfeoffed, Conveyed and Confirmed, and by these Presents doth grant, bargain, sell, alien, remise, release enfeoff convey and Confirm to the said Party of the second part his heirs and assigns forever, all those tracts or Parcels of land, situate, lying and being in the State of Mississippi Madison County, and Known as the North East quarter, and East half of North West quarter, and East half of South East quarter, also the South West quarter of North West quarter of Section Number four, in Township Number Ten N of Range Number five E, and also the South half of the West half of the South East quarter of Section thirty three in Township Eleven N in Range five East, Containing four hundred acres be the same more or less. Together with all and singular the tenements hereditaments rights, members Privileges and appurtenances unto the above mentioned and described premises belonging or in anywise appertaining, To Have and to Hold the above granted and described premises with the appurtenances unto the said Party of the second part his heirs and assigns, to the sole and only proper use benefit and behoof of the said Party of the second Part his heirs and assigns forever. And the said Alden S. Bailey for himself and his heirs the above described and hereby granted and released Premises and every Part and Parcel thereof With the hereditaments and appurtenances unto the said Party of the second Part his heirs and assigns, against the said Party of the first Part and his heirs

and against all and every Person or Persons whomsoever, lawfully claiming or to claim the same, shall and will Warrant, and by these Presents forever defend

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

Sealed and delivered in Presence of } A. S. Bayley {L. S.}

Know all Men by these Presents that I Euphrasia M. Bayley Wife of the within named Alden S. Bayley for and in Consideration of the Sum of five Dollars to me in hand Paid by George F. Howard the receipt and Payment of which is hereby acknowledged. I do hereby bargain sell. relinquish and Convey unto him all the right title. interest and Claim of Dower which I have in and to the within Conveyed land

Witness my hand and seal this 26th Day of August 1839

E. M. Bayley {seal}

The State of Mississippi
Lowndes County } Personally appeared before me David P. Brown Clerk of the Circuit Court, in and for said County Alden S. Bayley who acknowledged that he signed sealed and delivered the within deed on the day and year therein named as his act and deed, Also Personally Came Euphrasia M. Bayley Wife of the within named A. S. Bayley who on a Private examination separate and apart from her husband acknowledged that she freely and voluntarily signed sealed and delivered the above relinquishment of Dower without any fear threats or compulsion of her husband on the day and year therein named.

Given under my hand and seal of Office the 26th day of August 1839

{seal}

David P. Brown clerk

John B. Moore
Title Bond
D. F. & J. Shrock } Received for Record 7th & Recorded 9th September 1839
State of Mississippi
Madison County } Know all Men by these Presents that I John B. Moore of the County and State aforesaid am held and firmly bound unto James Shrock & David F. Shrock in the Penal Sum of fourteen thousand Dollars for which Payment well and truly to be made I bind Myself my heirs Executors and Administrators Jointly and Severally by these Presents. Sealed with my seal and signed this 5th day of October A.D. 1836. The Condition of the above Obligation is such that Whereas the above bound John B. Moore has this day agreed to bargain sell and Convey to the said James Shrock & David F. Shrock the following described tract or Parcel of land lying and being in the County of Madison and State aforesaid & known and designated as the W½, S.E. ¼ & E½ N.W.¼ of Section 29 T. N° 11 Range N° 5 East, E½ N.E.¼ & E½ S.E.¼, E½ S.W.¼, S½ W½ N.E.¼ all in Section 29 of Township N° 11 of Range N° 5 East, Containing altogether about four hundred & thirty Eight & 90/100 acres more or less. on Condition that the said James Shrock and David F. Shrock Pay or Causes to be Paid to the said John B. Moore Twenty six hundred & fifteen Dollars on the 1st day of Jany 1837, which is a part of the seven thousand dollars Promised to be Paid to said John B. Moore by the said Shrocks for the above mentioned land. Then Should the said J. B. Moore on receiving the above sum as above Mentioned Make or Cause to be made a legal title to the land aforesaid which has on it a Saw Mill, then this Obligation to be void Otherwise to remain in full force & virtue.

In testimony Whereof I have hereunto set My hand and seal this day and date above written.

Saml Hamblin }
Simon Bowden } Jno B. Moore {seal}

The State of Mississippi } Personally appeared before me John T. Cameron Clerk of the Probate
Madison County ss } Court of said County Samuel Hamblin one of the Subscribing
Witnesses to the foregoing Title Bond who being duly sworn deposed and said that he saw
John D. Moore whose name is subscribed thereto sign seal and deliver in the day & year plate Said Bond, that
he this deponent together with Simon Bowden the other subscribing thereto signed the same
as such in Presence of said Moore and in Presence of each other on the day and year aforesaid

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

{Seal}

John T. Cameron Clerk

State of Mississippi } Know all Men by these Presents that we James Shrock and
Madison County } David Shrock hereby give grant, transfer bargain sell and
convey unto Sidell. C. Groves of the County and State aforesaid, the within title bond
and all our interest, claim, title or demand of in and to the within described
land for the sum of One thousand Dollars to us in hand Paid the receipt whereof
is hereby acknowledged. Witness our hands and seals this the 25th day of July A.D. 1839

David F. Shrock {Seal}
James Shrock {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 David F. Shrock and James
Shrock who acknowledged that they signed sealed and delivered the foregoing
assignment on the day and year therein mentioned as their 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

J. H. Vannoy Asst } Received for Record 9th & Recorded 10th September 1839
D. W. Haley } This Indenture made & entered into this the Ninth day of September
Anno Domini One thousand Eight hundred & thirty Nine between Joseph H.
Vannoy Assessor & Tax Collector in & for Madison County Mississippi of the first
part & David. W. Haley of the Same County & State of the second Part.
Witnesseth that whereas the following described land (viz) West half North
East quarter, and North West quarter, of Section One & North East quarter
of Section two. Township Seven Range two East, Sold as the Property of
Montgomery. C. Robinson according to law, to satisfy his taxes for the
year One thousand Eight hundred & thirty Eight. as will appear from
the Advertisement in the Madison Whig Advocate a Public Newspaper
Printed in Canton Madison County Mississippi of the Twenty Sixth of July
One thousand Eight hundred & thirty Nine — Whereas I did on this day above mentioned offer to the highest bidder before the Court House Door in Canton for
Cash the above described land lying & being in the County of Madison, and
Whereas David W. Haley appeared and bid forty Dollars for the above described
Parcel or tract of land, which was more than any other Person did or
Would bid. Now Therefore for & in Consideration of the above said Sum of
forty dollars to me in hand paid the receipt of which is hereby acknowledged. I Joseph H. Vannoy Assessor & Tax Collector as aforesaid by virtue
of the authority vested in me as assessor & Tax Collector for said County do hereby
bargain & sell & convey to the aforesaid David. W. Haley all the right title
interest & Claim of the aforesaid Montgomery C. Robinson in and to the afore-
said tract or Parcel of land together with all and singular — appurtenances
thereunto belonging or in any wise appertaining. — To Have & to Hold the same

forever, free from the said Montgomery C. Robinson his heirs Executors & administrators

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

The State of Mississippi } Joseph H. Vannoy Assessor & Tax Collector {seal}
Madison County ss } Personally appeared before me John T. Cameron Clerk of the Probate Court of said County the above named Joseph H. Vannoy Assessor and Collector of the Public taxes in and for 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 for the Purposes therein Specified

{Seal}

Given under My hand and seal of Official Canton this 9th Day of September A.D. 1839

John T. Cameron Clerk

John Tillman } Received for Record & Recorded September 11th 1839
Power Attorney
Miles Pardue } Whereas Leonard C. Temple by deed in Trust bearing date March the 6th 1838 and Registered in Madison County Mississippi in Book of Deeds E Pages 401 & 402, Conveyed to the undersigned the following Negroes to Wit A Negro Man named Allen, a Negro Woman Named Lucy and her youngest Child. A Negro Girl named Hannah and a Negro girl Named Eliza in Trust that the undersigned should sell the same, and Pay to the distributees of Elizabeth Temple the balance in the hands of said L. C. Temple (who is the Administrator of said Elizabeth Temple) due them from the Estate of said Elizabeth. Provided the said Leonard C failed not within 16 Months from the date of said trust deed to Close his administration and release the Estate of Samuel Essene from all liability for the administration of said Leonard C. And Whereas said Leonard C has entirely failed to Close his said administration and release his securities within the said 16 Months & it has therefore become necessary for the undersigned to Proceed to sell under said Trust deed. Therefore the undersigned having full confidence in Miles Pardue doth hereby appoint him my true and lawful attorney to execute the trusts contained in said trust deed, that is to sell said Negroes and their increase described in said deed on the terms therein Prescribed, and do all other Matters and things in executing and Closing said trust, which I am authorised by said trust deed to do and Perform, And I do hereby ratify and Confirm whatsoever my said Attorney may lawfully do in the Premises

In Witness Whereof I have hereunto set my hand and affix my seal this 21st day of August 1839

State of Tennessee

John Tillman {seal}

At a Circuit Court of law for the County of Bedford in said State begun and held at the Court house in the Town of Shelbyville in said County on the first Monday in August A.D. 1839 and during said Term of the Court the following Proceedings were had "This day Personally appeared in open Court, John Tillman a Citizen of Bedford County and acknowledged the due Execution of a Power of attorney Executed by said Tillman to Miles Pardue to be his act and deed for the Purposes therein contained, whereupon the Court ordered the same to be so Certified" I, John T. Neil Clerk of the Circuit Court of Bedford County Tennessee hereby Certify that the foregoing is a true Copy of the Records in my Office in the Matter of acknowledging a Power of attorney from John Tillman to Miles Pardue,

In Witness Whereof I have hereunto set My hand and affixed my Private seal there being no seal of the Court, at Office this 21st day of August A.D. 1839

John T. Neil Clk

State of Tennessee } I Samuel Anderson one of the Judges of the Circuit Courts for said State, and Presiding Judge of the Circuit Court of Bedford County in said State do hereby Certify that John. T. Neil whose signature is appended to the foregoing Certificate is Clerk of the Circuit Court of Bedford County in said State, and was at the time of making the same, and that his attestation is in due form of law,

Given under my hand this 21st day of August A.D. 1839

S. Anderson Judge 3rd C.

Wm. E. Gillespie } Received for Record & Recorded 13th September 1839
Bill Sale
James Gillespie }

Know all men by these Presents that I William E. Gillespie of the County of Madison and State of Mississippi for and in consideration of the sum of One thousand dollars to me in hand paid by James Gillespie of the County and State aforesaid, the receipt whereof is hereby acknowledged, have bargained sold and delivered, and do by these Presents bargain sell and deliver unto him a Negro Boy of Yellow Complexion called Ezekiel aged about twenty one or two years to have and to hold to him the said James Gillespie forever,

In testimony whereof I have hereunto set my hand and seal this 1st day of July A.D. 1839

attest James I. Gillespie }
Andrew I. Gillespie }

William E. Gillespie {Seal}

The State of Mississippi } Personally appeared before me John T. Cameron Clerk of the Probate
Madison County ss } Court of said County the above named William E. Gillespie 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 13th Day of September A.D. 1839

John T. Cameron Clerk

Wm. H. Martin } Received for Record 14th & Recorded 18th September 1839
And
William Hoy }

Know all Men by these Presents that I William H. Martin and Elizabeth Martin my wife of the County of Lowndes and State of Alabama for and in consideration of the sum of Three hundred and sixty dollars to me William H. Martin in hand paid, Have granted, bargained, sold and conveyed, and by these Presents do grant, bargain sell and convey unto William Hoy of the County of Madison and State of Mississippi all of that Parcel and Piece of land Literally lying and being in said County of Madison and State aforesaid and known and designated as being the E ½ of SW ¼ of Section 36. Township Number 9 Range 2 East, containing 79 and 75/100 of an acre, Also the N.W ¼ of Section 2 Township 8 Range 2 East, containing 157/100 acres, and both pieces containing Two hundred thirty seven and six hundredths part of an acre with all the appurtenances and Privileges thereunto belonging and all the right, title interest claim and demand which I the said William H. Martin and My wife have in and to said land and Premises, To have hold and enjoy the same with the appurtenances unto the said William Hoy his heirs Executors administrators and assigns in fee simple forever, And I the said William H. Martin and My wife Elizabeth for ourselves our Heirs Executors Administrators and assigns do hereby Covenant and agree to and with the aforesaid William Hoy his heirs Executors administrators and assigns that we are now the lawful and sole owners of said land and Premises above sold and described, and that we are seized of a good and indefeasible Estate of inheritance therein, and we further more

covenant and agree to and with said Hay his heirs and assigns that we have full right and power to sell and convey the same in fee absolute, that the said Premises are free and clear of all incumbrances whatever, That the said William Hay his heirs and assigns may forever hereafter hold, possess and enjoy the same without any suit molestation or interruption by any Person whatever lawfully claiming any right therein, And I the said William H. Martin and my wife Elizabeth and all Persons claiming under both or either of us will at any time hereafter at the request of the said William Hay his heirs or assigns make all such further assurances for the more effectual conveying of said Premises with the appurtenances as may be reasonably required by him or them, And that I the said William H. Martin and my wife and our heirs and assigns will warrant and defend said land and appurtenances unto the said William Hay his heirs, Executors administrators and assigns forever,

In testimony whereof we have hereunto set our hands and seals this the 13th day of May in the year of Our Lord Eighteen hundred and thirty Nine.

Signed sealed and delivered in presence of

William H. Martin {SS}

Elizabeth Martin {SS}

State of Alabama
Lawrence County } Personally appeared before me Harmon Waldrop an acting Justice of the Peace in and for the County aforesaid William H. Martin and his wife Elizabeth who acknowledged that they severally signed sealed and delivered the within Deed on the day and year therein named to the aforesaid within named William Hay, and the said Elizabeth Martin being by me privately examined apart from her said husband acknowledged that she signed sealed and delivered the said Deed freely without compulsion of her said husband.

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

Harmon Waldrop J.P. {seal}

The State of Alabama
Lawrence County } I Riley Galloway Clerk of the County Court of said County certify that Harmon Waldrop whose name is signed to the foregoing acknowledgement of the within Deed now is, and was at the day of the date of said acknowledgement, an acting Justice of the Peace in and for said County duly commissioned & qualified that full faith and Credit are due to all his legal official acts as such, and that the signature purporting to be his is genuine

{SS}

In testimony whereof I hereunto set my hand and affix the seal of said County Court at office in the Town of Moulton the 9th day of August A.D. 1839 and of the Independence of the United States of America the 64th year

Riley Galloway Clerk

State of Alabama
Lawrence County } I Bolling Baker Judge of the County Court of Lawrence County do hereby certify that Riley Galloway whose name is subscribed to the foregoing Certificate as the regular Clerk of said Court duly commissioned and qualified, that his said Certificate is in due form of law, and that full faith and Credit are due to his official acts as Clerk, and that his said signature is genuine.

Given under my hand and seal this 17th day of August 1839

Bolling Baker {seal}
Judge C.C.

W. M. Grove Marshal } Received for Record 16th & Recorded 18th September 1839
Deed
Thomas Barrett } This Indenture, Made and entered into this fourteenth day of May in the year of our Lord one thousand Eight hundred and thirty Nine between William M. Grove Marshal of the Southern District of Mississippi of the one Part, and Thomas Barrett of the other Part Witnesseth, Whereas 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 Thomas Barrett against the goods and chattels lands and tenements of James P. Clark Principal & John H. Walker & John Smith securities, for the sum of Six thousand & Ninety five 86/100 dollars. and on which said Writ of Fieri facias was levied on the following described lands viz. South half of East ½ of North East quarter, and North half of East half of South West quarter of Section fifteen Township Nine Range Two East, Containing Eighty 3/100 ½. And West half of South West quarter of section twenty two, Township Nine Range two East containing Eighty 2/100 acres, And West half of South East quarter, Section twenty one Township Nine Range 2 East, & East half of South West quarter section twenty one Township Nine Range two East, containing in all three hundred & twenty acres situated & lying in the County of Madison State aforesaid, with the appurtenances, as the lands and tenements of the above named defendant James P. Clark, and the said Marshal having given thirty days previous notice, that the above described lands & tenements would be sold at Public auction by virtue of said Writ of Fieri Facias on the thirteenth day of May 1839 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 he did at the same time and place offer said Premises for sale, at Public auction, and the said Thomas Barrett party of the second Part then and there appeared and bid for the Premises the sum of Twelve hundred & Eighty ... 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 Thomas Barrett being the highest and best bidder therefor, NOW, THIS INDENTURE Witnesseth, that the said William M. Grove Marshal as aforesaid, for and in Consideration of the premises and of the said sum of Twelve Hundred & Eighty ... Dollars to him the said Marshal in hand well and truly paid by the said Thomas Barrett 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 Thomas Barrett 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 James P. Clark the above named defendant of in or to the same, unto the said Thomas Barrett his heirs and assigns forever.

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

Wm. M. Grove (Seal)
Marshal of the Southern District of Mississippi

The State of Mississippi
Madison County } Personally appeared before me the undersigned Judge of Probate in and for said County William M. Grove Marshal of the Southern District of Mississippi whose name is subscribed to the Written and foregoing Deed who acknowledged that he Signed sealed and delivered the same on the day and year therein written as his act and deed for the purposes therein specified,

Given under my hand and seal on the 21st day of May A. D. 1839 at Clinton

Thos Shackelford (Seal)
Judge of Probate

S. M. Flournoy Shff
to
John F. Cook

Received for Record 16th & Recorded 19th September 1839

This Indenture, made and entered into this 21st day of January Anno Domini One thousand Eight hundred and thirty Nine, Between Samuel M. Flournoy Sheriff of Madison County Mississippi of the first Part, and John F. Cook of the second part. Witnesseth, that Whereas Judgement was rendered by the Circuit Court of the County of Madison aforesaid against Hardin P. Jones in the following Cases viz: at the April Term 1838 of said Court at the suit of James A. Pugh &c for the sum of $274 25/100 at the suit of Stuart & Mitchell for the sum of $188 22/100 at the suit of S. S. Foster &c for the sum of $262 17/100, and at the April Term 1837 at the suit of Wm. T. North use &c for the sum of $75 67/100 also one in favor of F. G. Wadlington Adm.r &c at the April Term 1837 for $10.060 70/100 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 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 Hardin P. Jones 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. 1838 of said Court, and the said Sheriff in Conformity of the Command of said Writs Proceeded on the Ninth day of October A.D. 1838 to levy the aforesaid Writs of fieri facias on the following described tract or Parcel of land as the Property of the aforesaid Defendant, lying and being in the County of Madison aforesaid. Known as the West half of the South West quarter, and the West half of the North West quarter of Section No fifteen. Township No Eight of Range No Two West Containing by estimation One hundred & Sixty 38/100 acres be the same More or less. and the said Sheriff Proceeded to advertise the same for thirty days Previous to the twentieth day of January A.D 1839 in the Canton Herald & Madison Whig Advocate Public Newspapers 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 twentieth day of January A.D. 1839 to offer the same for sale at the Court House door aforesaid, to the highest bidder for Cash. and John F. Cook appeared and bid four dollars and 37½ 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 four dollars and 37½ 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 bargain sell and convey to the aforesaid John F. Cook all the right, title interest and Claim of the aforesaid Hardin P. Jones 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 Hardin P. Jones his heirs Executors and administrators

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

S. M. Flournoy Sheriff [seal]

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

Given under my hand and seal of office at Canton this 14th Day of September A.D. 1839.

John T. Cameron Clerk

Walker & Dinkins Admr } Received for Record 17th & Recorded 19th September 1839
Rec'd
L. G. Slaughter }

This Indenture made and entered into this thirteenth day of May one thousand Eight hundred and thirty nine between William F. Walker administrator and Elizabeth H. Dinkins Administratrix of Rufus K. Dinkins deceased, with the will annexed of the County of Madison and State of Mississippi of the first Part and Lewis G. Slaughter of the same state and County of the other Part, Witnesseth that Whereas the Court of Probates for the County of Madison at the January term of said Court in the year One thousand Eight hundred and thirty nine did upon the Petition of the Parties of the first Part, direct and order the said Parties of the first part as Administrators as aforesaid to sell the land or Parcels of land herein after described for the Purpose of Paying off the just debts of said Rufus K. Dinkins of which said lots or Parcels of land the said Rufus K. Dinkins died seized, and a sale of the same being had on the thirtieth day of April in Pursuance of said Order, due Notice of said sale having also been given, and the said Party of the second Part, being the Purchaser at said sale of said lot or Parcels of ground lying and being in the Town of Canton and County of Madison and state of Mississippi. NOW in Pursuance of said order of the Court of Probates, and the Power and authority aforesaid, and for and in Consideration of the Sum of Ten thousand five hundred dollars to the said Parties of the first Part in hand Paid by the said Lewis G. Slaughter the receipt whereof is hereby acknowledged, the said Parties of the first Part hath granted bargained and sold, and by these Presents doth grant, bargain sell and Confirm and Convey unto the said Lewis G. Slaughter his heirs and assigns forever, all the right title and interest both in law and in equity which the said Rufus K. Dinkins had at the time of his decease in and to all that tract or parcels of land or lots of ground situate lying and being in the County of Madison the Town of Canton and State of Mississippi to Wit, Known and designated in the Plan of said Town as Lot No four in Square No Eight, also the South half of Lot No three, extending One hundred and fifty feet on Liberty Street, fronting the Public Square, and running two hundred feet back, Also the following Portion of Lot No five in Square No Eight to Wit, Beginning at the South East Corner of Lot No four Square No Eight and running East One hundred feet fronting on Peace Street thence North One hundred and fifty feet, thence West One hundred feet, thence joining by a direct line to the South East Corner of lot No four in Square No Eight, Also the following Portion of Lot No Six to Wit, in Square Eight, Commencing at the South East Corner of Lot No five and running East One hundred feet, on Peace Street, thence North One hundred & Ninety feet thence West One hundred feet, & joining by a direct line the South East Corner of Lot No five in square No Eight, together with all the Privileges and the appurtenances to the same belonging. To Have and to Hold the same to the said Lewis G. Slaughter his heirs and assigns forever, And the said Parties of the first Part, for themselves their heirs and assigns Executors and Administrators Covenants and agrees with the said Lewis G. Slaughter his heirs that the Premises hereby conveyed are free from all encumbrances done or suffered by them the said William F. Walker and Elizabeth Dinkins. The Meaning and intent hereof is hereby to transfer and Convey the said ~~the said~~ Premises to the said Lewis G. Slaughter his heirs and assigns forever as fully and Completely as the said Rufus K. Dinkins might or Could have done in his life time.

In testimony whereof the said William F. Walker and Elizabeth Dinkins hath hereunto set their hands and seals the day and year above written.

C. C. Shackleford
J M Slaughter
Alex. H. Dinkins

W. F. Walker Administrator {seal}
E. H. Dinkins {seal}
administratrix with the will annexed of
Rufus K. Dinkins Deceased

The State of Mississippi } Personally appeared before me Thos Shackelford the undersigned
Madison County ss } Judge of Probate in and for said County E. H. Jenkins whose name is subscribed to the above and foregoing deed and acknowledged that she signed sealed and delivered the same on the day and year therein as her act and deed for the purposes therein specified,

Given under my hand and seal on the 17th day of June 1839

Thos Shackelford {seal}
Judge of Probate

The State of Mississippi }
Madison County ss } Personally appeared before the undersigned Judge of Probate in and for the County & State aforesaid William F. Walker whose name is subscribed to the within and foregoing deed who acknowledged that he signed sealed and delivered the within and foregoing deed as his act and deed for the purposes therein specified on the day and year therein written,

Given under my hand and seal on the 16th day of September 1839

Thos Shackelford {seal}
Judge of Probate

S. D. Livingston Et. Al. } Received for Record 18th & Recorded 21st September 1839
Deed
James W. Wyley } 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 Samuel D. Livingston, Thomas J. Catchings, George W. Henderson and Jesse Heard Trustees of Schools and school lands in Township Nine Range three East in the County of Madison and State of Mississippi of the one Part, and James W. Wyley of the County of Madison and State aforesaid of the other Part, Witnesseth that the said Livingston, Catchings, Henderson and Heard Trustees as aforesaid hath for and in Consideration of the Sum of Eleven thousand two hundred and sixty dollars to them in hand paid by the said Wyley, granted, bargained sold, aleined and confirmed, and by these Presents do grant, bargain sell, lease and confirm unto the said Wyley his heirs and assigns for the term of Ninety Nine years from the twenty Ninth day of September Eighteen hundred and thirty four, all of that tract or Parcel of land lying and being in the County and State aforesaid and known as the Sixteenth Section of Township Nine Range three East. To Have and to hold the tract of land as above described, with all and singular the Premises thereunto belonging or in any wise appertaining unto the said James W. Wyley his heirs and assigns for the term of Ninety and Nine years as aforesaid, and the said Livingston Catchings, Henderson and Heard Trustees as aforesaid do hereby for themselves and their Successors in office covenant and agree with the said James W. Wyley his heirs and assigns to warrant and defend the title to the said tract of land for the term of Ninety and Nine years as aforesaid from themselves and their Successors in office and from all and every other Person or Persons Claim or Claims Whatsoever unto the said James W. Wyley his heirs and assigns for the said term of Ninety and nine years commencing as aforesaid,

In testimony Whereof the said Livingston, Catchings, Henderson and Heard hath hereunto set their hands and seals the date above written,

S. D. Livingston {Seal}
Thos J. Catchings {seal}
Geo W. Henderson {Seal}
{Seal}

The State of Mississippi }
Madison County ss } Personally appeared before me John S. Cameron Clerk of the Probate Court of said County the within named Samuel D. Livingston, Thomas J. Catchings and George W. Henderson Trustees of

Schools and school lands in Township Nine Range Three East, in said County who severally acknowledged that they signed sealed and delivered the written Deed on the day and year and for the purposes therein mentioned as their act and deed as Trustees as aforesaid.

Given under my hand and seal of Office at Canton 18th Day of September A. D. 1839

John T. Cameron Clerk

W. C. Newsom } Received for Record 20th & Recorded 21st September 1839
And
G. G. Skipwith } This Indenture, Made and entered into this 11th day of September one thousand eight hundred and thirty Nine between, Wilson C. Newsom & Cornelia Newsom of the County of Madison in the State of Mississippi of the one Part, and Geo. G. Skipwith of the County of Maury and State of Tennessee of the other part, Witnesseth. That the said Wilson C. Newsom & Cornelia Newsom for and in consideration of the sum of Ten thousand Dollars to them in hand paid the receipt whereof is hereby acknowledged, hath this day bargained, sold & conveyed, and by these Presents, doth bargain sell and convey unto the said Geo G. Skipwith his heirs Executors or assigns a certain tract or Parcel of land situated and lying and being in the State of Mississippi and County aforesaid, viz The North half of the ~~one~~ East quarter of Section twenty four, of the Township Nine Range — West, & the West half of the South West quarter & the West half of the North West quarter of Section Nineteen " " " " " " — Range 1 East, Choctaw District Containing Six hundred & forty acres. To Have and to hold the above described land and bargained premises with all the appurtenances thereunto belonging to the said George G. Skipwith for the only Proper use and behoof of him the said George G. Skipwith his heirs and assigns forever, And the said Wilson C. Newsom & Cornelia Newsom do hereby Promise, Covenant and agree to and with the said Geo G. Skipwith his heirs and assigns that they the said Wilson C. & Cornelia Newsom their heirs Executors, and Administrators shall and will at all times warrant and forever defend the above described land and Premises, to the said George G. Skipwith his heirs and assigns forever, against the Claim or Claims of all and every Person or Persons whatever, whereby the same may be affected or in anywise Contrary to the true intent and meaning of these Presents,

In Witness Whereof the said Wilson C. & Cornelia Newsom hath this day set their hands and affixed their seals the day and date above written

Wilson C. Newsom {Seal}
Cornelia Newsom {Seal}

Know all men by these Presents that I Cornelia Newsom one of the bargainors in the Within Deed of Conveyance do hereby relinquish to the said George G. Skipwith all my right & title to Dower in and to the land described in said Deed,

In Witness Whereof I have signed sealed and delivered these presents this 11th day of September 1839

Cornelia Newsom {Seal}

State of Tennessee
Maury County } Before me Edmund Gillaspy Judge of the Eighth Judicial Circuit of the State of Tennessee Personally — — — — Wilson C. Newsom and Cornelia Newsom his Wife and acknowledged that the Within deed of Conveyance from them to George G. Skipwith is their act and deed for the purposes therein Mentioned — And the said Cornelia Newsom being examined by me Privately and apart from her said husband Wilson C. Newsom she acknowledged that she executed the said deed and the relinquishment of Dower thereon endorsed freely, voluntarily, without compulsion, Constraint or Coercion by her said husband

the same is therefore certified. Witness my hand & seal this Eleventh day of September 1839

Edmund Dillahunty {seal}
Judge of the 8th Judicial Circuit in the State of Tennessee

State of Tennessee
Maury County } I Pleasant Nelson Clerk of the Circuit Court of Maury Cty do hereby certify that the Hon. Edmund Dillahunty whose signature appears to the within certificate is the acting & presiding Judge of 8th Circuit Court of Maury Cty, & that all his official acts are entitled to full faith & credit as such.

{L.S.}

In testimony whereof I have hereunto affixed my signature & seal at my office in 8th Cty of Maury this 12th day of Sept 1839 & 63d year of the Independence of the U. States.

P. Nelson Clerk

Carruthers Harris & Wife
Deed
Geo. G. Skipwith

Received for Record 20th & Recorded 21st September 1839

This Indenture, made and entered into this seventeenth day of May in the year of our Lord Eighteen hundred and thirty nine Between Madison Carruthers and Anna Maria Bowen his wife, and Richard Stokes of the City of New Orleans State of Louisiana and Adlai O. Harris of Columbia in the State of Tennessee of the first Part, and Geo. G. Skipwith of Maury County in the State of Tennessee, of the Second Part, Witnesseth that for and in consideration of the sum of Seven thousand five hundred dollars in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, the said Parties of the first Part have given, granted, bargained sold and conveyed; and by these Presents, do give, grant, bargain sell and convey unto the said Party of the second Part, and to his heirs and assigns forever, a certain lot or Parcel of land lying and being in the said County and State, and adjoining the Town of Fountain, Containing fourteen acres, and lying on the West side of said Town, Beginning at a stake in the Western line of said Town and at the South East corner of a fifteen acre lot of land that belonged to said County. thence South Eighty two degrees West Sixty Eight and one half Poles to a stake at the Corner of the fence, thence Eight degrees East, thirty five Poles to a stake thence Eighty two degrees East Sixty Eight and one half Poles to a stake in the Town line, thence N. seven and one half degrees West thirty five Poles to the beginning, Containing the said fourteen acres of land leaving out of the South East Corner one acre of land heretofore sold by John Stone 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 George G. Skipwith his heirs and assigns forever; and the said Madison Carruthers, and Anna Maria Bowen his wife and Richard Stokes and Adlai O. Harris doth for themselves their heirs and assigns covenant and agree to and with the said George G. Skipwith his heirs and assigns to warrant and forever defend the title to the aforesaid lot of land as above described from themselves their heirs or assigns & and from the claim or claims of all and every other Person or persons whom or whatsoever.

In testimony whereof the Madison Carruthers and Anna Maria Bowen, his wife and Richard Stokes and Adlai O. Harris have hereunto set their hands and affixed their seals the day and year first above written. The words "his wife" interlined and approved before signing

In the Presence of Witnesses
W. Christy
A. E. Chism

M. Carruthers {seal}
A. O. Harris {seal}
Richard Stokes {seal}
Anna Maria Carruthers {seal}

State of Louisiana
City of New Orleans } Be it remembered that on this 21st day of May in the year 1839 came before me Philip H. Lawrence Judge of the United States District Court for the Eastern District of Louisiana the within named Adlai O. Harris, Richard Stokes, Madison Carruthers, and Anna Maria Bowen wife of the said Madison Carruthers known to me to be the Persons described in, and who have executed the within deed, and acknowledged that they severally signed sealed and delivered the same deed for the

uses & purposes therein mentioned, and the said Mrs Anna Maria Carruthers being by me privately examined apart from her said husband acknowledged that she executed the said deed freely without any fear or compulsion of her said husband, all which I do accordingly certify

P. H. Lawrence
U.S. Judge

State of Louisiana
City of New Orleans } I John Winthrop Clerk of the United States District Court for the Eastern District of Louisiana do hereby certify that the Hon.d Philip H. Lawrence whose signature appears to the foregoing certificate is the acting & Presiding Judge of said Court & that all his official acts are entitled to full faith and credit as such.

In testimony whereof I have hereunto affixed my signature & seal of Office at my office in said City this 20th Day of May AD 1839 & 63d year of the Independence of the U. States

{Seal}

Jno Winthrop Clerk

State of Louisiana
City of New Orleans } I Philip H. Lawrence Judge of the United States District Court for the Eastern District of Louisiana Certify that John Winthrop whose signature & seal of office appears to the foregoing certificate is the regularly appointed & sworn Clerk of said Court and that all his official acts are entitled to full faith & Credit

Given under my hand this 20d day of May AD 1839 and 63d year of the Independence of the United States

P. H. Lawrence
U.S. Judge

William Smith
Mortgage
T. B. J. Headley } Received for Record 23d & Recorded 26th September 1839

This Indenture made and entered into this twenty ninth day of April in the year of our Lord one thousand eight hundred and thirty six between William Smith and Margaret his Wife of the County of Madison and State of Mississippi of the first Part, and Thomas B. J. Headley of Hinds County & state aforesaid of the second Part, Witnesseth this to wit, That in part consideration of a tract of land known as "Woodland Place" situate in said County of Madison, and sold by said Headley & wife to said Smith, by Indenture dated the 26th day of April 1836. for the sum of thirty six thousand dollars, for Part payment of which the said William Smith hath this day executed and delivered to said Headley, Eleven bonds or notes, endorsed by Hines M. Smith and Payable at the Union Bank of Louisiana, at the times and for the amounts hereinafter specified, Now therefore to secure the punctual payment of each and all of said Bonds, the said party of the first part, hereby Conveys to the said party of the second part, the hereinafter described lands and Negroes, to wit all that tract or Parcel of land situate, lying and being in the County of Madison and State aforesaid, known as "Woodland Place" Containing Eight hundred acres it being the same land sold by Caleb and Thomas Reed by Indentures dated the 30th day of December 1834 and Recorded in the office of Clerk of Probate of said County of Madison in Deed Book B, Pages 482, 483. 484 & 505, to T. B. J. Headley and Conveyed by said Headley and Polly L. his Wife to the said William Smith by deed dated 26th April 1836, the description of said land Contained in said deeds of Conveyance is hereby referred to and made Part of this Indenture, Also the following Slaves, to wit, Tom, Jemmy, Stephen, Hilliary, Joe, Lloyd, Dennis, Peggy, Betty, Marie Emma, Kitty, and Infant, To [illegible] and to Hold the above described real and personal property with all the rights, Privileges and appurtenances thereunto belonging or in any wise appertaining to the said party of the second Part his heirs and assigns forever, together with the natural increase of said Slaves the said Party of the first Part for themselves and their heirs hereby Covenants with the said Party of the second Part, his heirs and assigns, that they will warrant

the title to the said land and negros against all and every person claiming the same, subject however to the following conditions. to wit, that if the said party of the first part their heirs or legal representatives shall well and truly pay or cause to be paid unto the said Party of the second part, his heirs or assigns, the sum of Ten thousand dollars on the first day of March One thousand Eight hundred and forty one, agreeably to a bond executed by the said William Smith, and endorsed by James M. Smith for the use and benefit of the said T. B. J. Headley his heirs or assigns. for said sum of Lettered (A) and bearing even date with this Indenture. And if the said William Smith shall also well and truly pay the ten several Promissory notes on the margin of said Bond, made by the said William Smith and indorsed by the said James M. Smith, and Payable at said Union Bank of Louisiana, also bearing even date with said Bond, for the amounts of following to wit Note No 11 for the sum of five hundred dollars Payable the 1st day of September 1836, and lettered (M) Note No 12 lettered (N) for the same amount, and Payable the 1st day of March 1837. Note No 13 lettered (O) for the same amount, and payable the 1st day of September 1837. Note No 14. lettered (P) for the same amount, and Payable the 1st day of March 1838, Note No 15 lettered (Q) for the same amount, and Payable the 1st day of September 1838, Note No 16 lettered (R) for the same amount, and payable the 1st day of March 1839. Note No 17 lettered (S) for the same amount, and Payable the 1st day of September 1839. Note No 18 lettered (T) for the same amount, and Payable the 1st day of March 1840, Note No 19 lettered (U) for the same amount, and Payable the 1st day of September 1840. Note No 20 lettered (V) for the same amount, and payable the 1st day of March 1841. When the same shall become due then the above obligation with its covenants to be void otherwise to remain in full force and vertue,

In testimony whereof the said Parties of the first part have hereunto subscribed their names and affixed their seals the day and year above written,

Signed sealed & delivered in Presence of

Jas. M. Downs

Wm. Smith {seal}

Margaret Smith {seal}

State of Mississippi } Personally appeared before me Robert A. Patrick Clerk of the High
Hinds County ss } Court of Errors and appeals of the State of Mississippi William Smith whose name is signed to the above Indenture and acknowledged that he signed sealed and delivered the same, for the Purposes and uses therein mentioned as his act and deed on the day and year therein written. Also Personally came before me Margaret Smith the wife of said William Smith, who 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 Compulsion of of her said husband on the day and year therein written

Given under my hand and seal of office at Jackson in this county
{Seal} Ninth day of April in the year of our Lord One thousand Eight hundred and thirty six and in the sixteenth year of the American Independence

R. A. Patrick Clk

The State of Mississippi }
Adams County } Know all Men by these Presents that I Thomas B. J. Headley of the County of Hinds, and state aforesaid have this day for and in Consideration of Seven thousand Seven hundred and Eighty one Dollars and Eighteen Cents assigned to John Ingersoll Syndic of the Estate of Ingersoll & Co all the rights & vested in me by the annexed Mortgage so far as they go to secure the Payment of the Bond Lettered A. for the sum of Ten thousand dollars, and the four Notes of five hundred dollars each lettered, S. T. U. V. and numbered 17. 18. 19 & 20. all dated Seventy ninth day of April A. D. 1836, and drawn by William Smith and Endorsed by James M Smith. Given under my hand and seal this 14th day of December 1837

Attest S. Ford

T. B. J. Headley {seal}

The State of Mississippi } Before me Samuel Wood Clerk of the Circuit Court in and for said
Adams County ss } County Personally came and appeared Thomas B. J. Hadley and acknowledged that he signed and sealed the above assignment on the day and year and for the purposes therein expressed. Witness my hand and official seal at the City of Natchez this 14th Day of December A.D. 1837

S. Wood Clerk

State of Mississippi }
Adams County } Know all men by these Presents that I John Ingersoll (Syndic of the Estate of Ingersoll & Co) of the County and State aforesaid have this day for and in Consideration of a full acquittance on account a certain debt due by one incurred whilst trading under the firm and style of Ingersoll & Co in the City of New Orleans to one Theodore Thomson of Philadelphia Have this day assigned to Henry L. Gilpin (assignee of said Thomson) all the rights vested in me by the annexed Mortgage so far as they go to secure the Payment of the bond lettered A, for the sum of Ten thousand dollars and the four Notes of five hundred dollars each lettered L. L. U. V. and Numbered 17. 18. 19. 20. all dated the twenty ninth day of April A.D. 1836. and drawn by Wm Smith and endorsed by James M. Smith said Cited in the annexed Mortgage.

Given under my hand and seal this twenty eighth day of August A.D. 1838.

John Ingersoll {seal}
Sindic of Ingersoll & Co.

attest Ral North

The State of Mississippi } Before me Ralph North Clerk of the Probate Court of said County
Adams County ss } and State Personally appeared John Ingersoll and acknowledged that he signed sealed and delivered the Altitime transfer on the day and year and for the purposes therein named.

Given under my hand and seal of Office the 28th Day of August 1838

Ral North Clerk

Henry Shrock
Deed Trust
S. D. Livingston } Received for Record 23rd & Recorded 30th September 1839
State of Mississippi }

This Indenture Made and entered into this 23d day of September 1839 Between Henry Shrock of the County of Madison and State of Mississippi of the one part, and Samuel D. Livingston of the County and State aforesaid of the second part and James R. Walker of the County of Bronche and State of Georgia of the third part Witnesseth, that said Shrock for the consideration hereinafter mentioned and for the sum of One Dollar to him in hand paid by said James R. Walker, the receipt of which is hereby acknowledged, hath bargained and sold, and by these Presents doth bargain and sell alien and convey to the said Samuel D. Livingston the following tracts or parcels of land to Wit. W½ S.W. quarter of Section No twenty in Township No 11 North of Range No five East, Containing Seventy Nine & 5/100 acres. E½ N.E. quarter, of Section No 30. in Township No 11. North of Range No five East, Containing Eighty acres (West half N.W. quarter of Section No twenty Nine) in Township No 11. N of Range No five East Containing Seventy Nine and 75/100 acres N½. W½. S.W. quarter of Section No 29 in Township No 11. N of Range No 5. E. Containing 39 and 85/100 acres E½ S. East quarter of Section No Nineteen in Township No 11 N of Range No 5 E. Containing Seventy Nine and 70/100 acres, N½. S.E. quarter of Section No 30 in Township No 11. N. of Range No 5. E. Containing 40. — 00 acres. E½ S.W¼ quarter of Section No 20 in Township No 11 N of Range No 5 E. Containing 79.$\frac{52}{100}$ acres, To Have and to Hold the aforesaid tracts and parcels of land to the said Samuel D. Livingston and his Successors and legal representatives free from and against the right title or Claim of him the said Henry Shrock and all and every person or persons whatever, and to the same are Warranted and defended, Upon Trust.

Nevertheless and to ensure to the following uses and trusts, and to no other, That Whereas the said Henry Shrock drew a Bill of Exchange dated Canton Mississippi dated January 18th 1836 in favor of John Shrock and by said John Shrock and one Aaron D. Mathews endorsed and drawn upon Carruthers Harris & Co of New Orleans at twelve Months after sight for thirteen hundred & fifty five Dollars and fifty five Cents ($1355-55) which said Bill of Exchange was Protested on the 27th January 1836 for Non acceptance, and upon which said Bill of Exchange a Judgement has been obtained in the United States Court for the state of Mississippi and on which Judgement the execution shall be stayed until the Maturity of these Presents, Now Therefore if the said Henry Shrock shall well and truly pay or Cause to be paid the said Bill of Exchange with all the interest and the Costs accruing thereon in said Court, twelve Months after the dates of these presents, then this Conveyance shall be null and void. Otherwise if it should not be paid as above described then the said Samuel D. Livingston shall after giving Fifty days Notice, thereof in a Newspaper printed at Canton, and at three Public Places in the County aforesaid Proceed to sell the highest bidder for Cash at the Court house Door in Canton the above described tracts or Parcels of lands, and the balance of the proceeds after paying the above described obligations and all the Costs of this suit, shall be paid over to the said Henry Shrock, and the said S. D. Livingston is authorized and required to make good and sufficient titles to the Purchaser or Purchasers thereof, In testimony whereof the parties have hereunto set their hands and affixed their seals the day and year within written

Henry Shrock {L.S.}
S. D. Livingston {L.S.}

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 Henry Shrock and Samuel D. Livingston and severally acknowledged that they signed sealed and delivered the foregoing Deed on the day and year therein mentioned as their act and deed.

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

John T. Cameron Clerk

Gideon Bass Deed
Miss. Rail Road Co } Received for Record 23rd & Recorded 30th September 1839

Know all men by these presents that I Gideon Bass of Madison County Miss. 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 South East quarter of Section Number Seventeen in Township Number Seven in Range Number two East. in Madison County Miss. on Condition that I be allowed to do the grading through said tract of land at the lowest substantial bid and Provided further, that the said Road shall be so Constructed to prevent Cattle from entering on said land without lane fences, 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 third day of September A.D. 1839

In Presence of
John T. Cameron

Gideon Bass {seal}

The State of Mississippi } Personally appeared before me John T. Cameron Clerk
Madison County ss } of the Probate Court of said County the within named Gideon Bass 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 23rd day of September A.D. 1839

John T. Cameron Clerk

Peter W. Nash
Sled
N. B. Whitehead } Received for Record September 23rd & Recorded 1st October 1839

This Indenture made and entered into this Fourteith day of July in the year of our Lord One thousand eight hundred and thirty Nine Between Peter W Nash and Kitury Nash his wife of the County of Benton and State of Arkansas of the one Part, and Nathan B. Whitehead of the County of Madison and State of Mississippi of the other part. Witnesseth That the said Nash and wife for and in Consideration of the Sum of One thousand Dollars to them in hand paid at or before the ensealing and delivery hereof the receipt whereof is hereby acknowledged, and the said Nathan B. Whitehead his heirs and assigns forever released and discharged therefrom have granted bargained, sold, aliened and confirmed, and by these presents do grant, bargain, sell alien and confirm unto the said Nathan B. Whitehead his heirs and assigns forever, all that tract or Parcel of land lying and being in the said County of Madison and State of Mississippi known and designated as the South half of the West half of the North East quarter of Section Ten in Township Nine of Range four East, Containing 40 acres more or less, To Have and to Hold the said Tract or Parcel of land as above described with all and singular the appurtenances thereunto belonging or in any wise appertaining unto the said Nathan. B. Whitehead his heirs and assigns forever And the said Nash and Wife do for themselves their heirs Executors & Covenant and agree to and with the said Nathan. B. Whitehead his heirs and assigns to warrant and defend the title to 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 Nathan. B. Whitehead his heirs and assigns forever. In Witness whereof the said Nash and Wife have hereunto set their hands and seals this the day and date first above written,

Peter W Nash {seal}
Kitury Nash {seal}

State of Arkansas }
Benton County } Personally appeared before me Jno B. Dickson Clerk of the Circuit and County Court, for said County the above named Peter W Nash and Kitury 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 Kitury Wife of the said Peter W Nash being by me examined separately and apart from her said husband and the Contents thereof being first made known to her, acknowledged that she signed sealed and delivered the same as her voluntary act and deed freely and of her own accord, without any fear, threats or Compulsion of her said husband.

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

Jno B. Dickson Clerk {seal}
of the Circuit and County Court of Benton County

State of Arkansas }
County of Benton } I Matthew English Judge of the County Court in and for said County do hereby Certify that John B. Dickson is and was at the time of Executing the foregoing deed acting Clerk of the County and Circuit Court duly

Commissioned and Sworn as Sick.

Given under my hand and seal this 20th day of July A.D. 1839

Matthew English J.P. (Seal)

(10)

Memucan Hunt } Received for Record September 26th & Recorded 1st October 1839
Deed Trust
John B. Howcott } The State of Mississippi
Madison County } This Indenture made and entered into this the fifteenth day of September A.D. Eighteen hundred and thirty nine, between Memucan Hunt of the County of Milam in the Republic of Texas of the first part and John B. Howcott of the County of Madison and state of Mississippi of the second part. Witnesseth. that the said Memucan Hunt for and in consideration of the trust and confidence in him the said John B. Howcott reposed and hereinafter particularly set forth and also for and in consideration of the sum of five Dollars Current Money of the United States to him the said Memucan Hunt at the sealing and delivery of these presents in hand paid by the said John B. Howcott, the receipt whereof he the said Hunt doth hereby acknowledge, hath given granted bargained and sold and by these Presents, doth give grant, bargain and sell unto him the said John B. Howcott In trust for the Purposes herein after particularly set forth and expressed, all the interest right property claim and Estate which he the said Hunt hath of in and to the following lands and other property to Wit. The North West quarter and west half of the North East quarter of section thirty two. The North East quarter, and East half of North West quarter, and West half of the North East half of the South West quarter and the North half of the West half of the South East quarter of Section twenty one, all in Township Nine of Range four East. Containing five hundred and fifty and eighty eight one hundredths acres, more or less being the lands purchased by said Hunt of William Gartley of the County of Madison and State of Mississippi and lying in said County. Also one other tract of land lying being in the same County & State being the land purchased by the said Hunt of Hand G. Moore of the County of Yazoo and State aforesaid, all connected and joined together in sections twenty & twenty one of Township nine and Range four East, (saving and excepting the West half of South East quarter of section twenty heretofore sold by the said Hunt to Marcellus L Branch of the County of Madison & State aforesaid) and containing two hundred and Eighty acres. Also two other tracts or Parcels of land to Wit. The South East quarter of section Nineteen and the West half of the North East quarter of section Thirty Township Nine and Range five East, Containing in all two hundred & forty and twenty five one hundredths acres being the lands purchased by said Hunt of Nathan B Whitehead of said County of Madison & State aforesaid all lying & being in same County and state, (also the one half of Lot Numbered six in Section twenty six Township nine and Range four East Containing forty acres) also lying in said County - likewise the one half interest in the Brown Mare Eliza Drake & her filly foaled in the Spring of Eighteen hundred and thirty eight - one Colt and filly the offspring of the mare by Shylock owned by said Hunt and now in possession of one Howell Lewis of the County of Granville in the state of North Carolina and also one promissory note deposited in the office of the Mississippi and Alabama Rail Road Company at Brandon for the sum of seventeen thousand eight hundred dollars drawn by Marcellus L Branch of said County of Madison and state of Mississippi, endorsed by Armsted Branch (now deceased) and others of the same County and state and due and payable on or before the first day of March A.D. eighteen hundred and forty to the said Memucan Hunt. To Have and to hold the said lands, tenements and hereditaments and other property above specified to him the said John B. Howcott his heirs and assigns forever In Trust Nevertheless, for the uses intents and purposes hereinafter particularly set forth expressed limited and declared, and for no other intent or purpose whatsoever - that is to say Whereas the said Memucan Hunt at this time stands indebted to the Planters Bank of the State of Mississippi at Natchez for a large sum of Money say for the sum of Nine Thousand Six thousand Dollars and Whereas Dr Thomas J. Hunt of the County of Madison and

state of Mississippi aforesaid now stands liable to said Bank as endorser for the said Meriweather Hewit for the same. And all hereas also the said Thomas J. Hewit stands liable to one Joseph Lenow of the state of Tennessee as Endorser for the said Memucan Hewit, for one other large sum of Money to wit, for the sum of four thousand dollars, Also to one William Gantly of the County of Madison & state of Mississippi as Endorser aforesaid for the sum of Eight thousand seven hundred forty six dollars & seventy two Cents, and also to one David G. Moore of the County of Yazoo & state aforesaid as endorser aforesaid for the sum of thirty six hundred dollars, And it is the wish and determination of him the said Memucan Hewit by and from the property herein before conveyed to Provide in the first place for the payment of the debts herein before particularly mentioned as well as for the perfect and entire indemnification of him the said Thomas J. Hewit, for and on account of his engagements aforesaid, It is therefore hereby declared to be the meaning of these presents and of the parties thereto, that all the premises herein & hereby bargained sold and conveyed or intended to be bargained sold and conveyed to him the said John B. Howcott in manner aforesaid are to be held deemed and taken in Trust and Confidence in the first place to raise by a sale of the same or any part thereof in such manner as he shall think proper. So much money as shall be sufficient therefor, and the same Money when raised to apply to the purpose of paying off satisfying and discharging all and singular the said debts together with all interest and costs that have accrued or may accrue thereon, and in all respects to save harmless indemnify and reimburse the said Thomas J. Hewit his heirs Executors and Administrators for and on account of having become bound as aforesaid or for any monies that he the said Thomas J. Hewit may hereafter be compelled to advance for and on account of him the said Memucan Hewit, It is therefore hereby declared to be the meaning of these presents and of the parties thereto, that should there be any property or Money remaining in the hands of the said John B. Howcott or his heirs or assigns after fulfilling the trusts herein before particularly set forth. mentioned and declared that then the said John B. Howcott his heirs or assigns shall pay over transfer and assign such overplus unto him the said Memucan Hewit his heirs or assigns; and the said Memucan Hewit for himself his heirs and assigns doth by these presents covenant grant promise and agree to and with the said John B. Howcott & his heirs that he the said John B. Howcott & his heirs shall have full power and authority at such time and in such manner as he or they shall think proper and as may be necessary to fulfil the said trusts herein before declared to sell and dispose of the whole or any part of the premises herein and hereby bargained sold & granted either for Cash or upon Credit at public or private sale unto him or them shall seem proper and right, and as in his or their opinion necessity may require, and on receipt of the purchase money to execute and acknowledge in due form of law deeds of Conveyance unto the Purchaser or purchasers his her or their heirs or assigns in fee simple absolute, and the said Memucan Hewit doth moreover by these presents nominate constitute and appoint him the said John B. Howcott and his heirs the true and lawful attorney of him the said Memucan Hewit for the purposes, and to fulfil the trusts herein before specified and declared hereby ratifying and Confirming whatever he the said John B. Howcott or his heirs may lawfully do in the premises. In testimony whereof he the said Hewit hath hereunto set his hand and affixed his seal the day & date above written.

Memucan Hewit {seal}

The State of Mississippi } Personally appeared before me John T. Cameron Clerk of
Madison County ss } the Probate Court of said County Memucan Hewit
whose name is subscribed to the within and foregoing deed who acknowledged
that he signed sealed and delivered said 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 September A.D. 1839

John T. Cameron Clerk

B. B. Frizzell } Received for Record 26th September & Recorded 3rd October 1839
Bill Sale
Juliet A. Rollins } Know all men by these Presents that I Benjamin Frizzell of the County of Madison and State of Mississippi for and in Consideration of the Sum of Two hundred and seventy five Dollars to me in hand paid by Juliet A. Rollins Wife of John H. Rollins of the County of Madison & State aforesaid at the sealing & delivery of these presents, the receipt whereof I do hereby acknowledge have granted, bargained sold and Conveyed and by these Presents do bargain sell and Convey and grant unto the said Juliet A. Rollins and the heirs of her body jointly begotten with her said husband John H. Rollins - but to no other of her heirs - a Negro girl slave of yellow complexion named Rebecca, aged about four years - and in Case the said Juliet A Rollins shall die having no heirs jointly begotten with her said husband John H. Rollins, then the said Negro girl slave shall descend to the said John H. Rollins & his heirs, And I the said Benjamin Frizzell do hereby warrant the said Negro girl slave named Rebecca, sound healthy and free from all disease in body & Mind, and a slave for life, and the title to said slave as aforesaid I will, and my heirs Executors & Administrators shall forever warrant & defend. As Witness my hand & seal this the 26th day of September 1839

State of Mississippi
Madison County } Personally appeared before me John T. Cameron Clerk of the Probate Court of said County the above named Benjamin Frizzell Who acknowledged that he signed sealed and delivered the above and foregoing Deed for the purposes therein specified on the day and year therein written,

B. B. Frizzell {seal}

Witness my hand & seal of Office this 26th day of September 1839
John T. Cameron Clerk

John W. Brown
Deed
Thos. G. Melton } Received for Record September 27th & Recorded October 3rd 1839
This Indenture Made and entered into this the twenty seventh day of September A.D. Eighteen hundred and thirty Nine between John W. Brown of the first Part, and Thomas G. Melton of the second part, all of the County of Madison and State of Mississippi. Witnesseth that the said John W. Brown hath for and in Consideration of the Sum of Twelve hundred dollars to him in hand paid the receipt whereof is hereby acknowledged hath this day granted bargained, sold Conveyed and Confirmed, and by these presents do grant bargain, sell, Convey and Confirm unto the said Thomas G. Melton the following described tracts or Parcels of land thereon and designated as follows lying and being in the County of Madison and State aforesaid viz Lot No 4 section 25. Township 9. Range 4 East Containing seventy Eight and 20/100 acres Also the East half S.W. fourth section twenty four. Township Nine Range four East, Also Lot No Two of section Seventy five Township Nine Range four East Containing seventy five acres Also the East half S.W. fourth of section twenty four. Township Nine Range four East, Also Lot No five section twenty five. Township Nine Range four East. Containing Eighty acres. Also the North half of Lot No three section twenty five Township Nine. Range four East Containing Thirty Nine and 13/100 acres. Also the South half of Lot No three section twenty five, Township Nine. Range four East, Containing thirty Nine and 13/100 acres.. To Have and to Hold forever in fee simple. and the said John W. Brown doth for the Consideration aforesaid for himself his heirs Executors and administrators Covenant with the said Thomas G. Melton his heirs Executors administrators and assigns to warrant

and forever defend the title to the above described and hereby conveyed tracts or Parcels of land unto the only proper use and behoof of the said Thomas G. Melton his heirs Executors, administrators and assigns in fee simple forever and the said John W. Brown doth covenant to warrant the title of the said lands from the lawful or equitable claim or claimants of all and every person claiming or to claim the same, whereupon,

In testimony whereof the said John W. Brown hereunto puts his hand and seal on the day and year first above written,

The State of Mississippi } John W. Brown {seal}
Madison County } Personally appeared before me James Priestly an acting Justice of the Peace of said County the above named John W. Brown who acknowledged that he signed sealed and delivered the foregoing deed as his act and deed on the day and year for the purposes therein specified

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

James Priestly J.P.

John Ratliff } Received for Record September 27th Recorded 5th October 1839
and } The State of Mississippi
Enoch Rose } Madison County } Know all men by these Presents, that I John Ratliff of the County of Rankin and State of Mississippi for and in Consideration of the Sum of Four thousand four hundred dollars to me in hand paid by Enoch Rose of the County of Madison and aforesaid State, the receipt whereof I do hereby acknowledge, do by these presents give, grant, bargain sell and convey and by these Presents have given, granted, bargained, sold, aliened, released conveyed and confirmed unto the said Enoch Rose his heirs, administrators and assigns Certain tracts or Parcels of land situate lying and being in the County of Madison and State of Mississippi aforesaid, and are the East half of the North East quarter of Section Numbered twenty two, the South half of the West half of the South East quarter of Section Numbered fifteen, the North half of the West half of South West fourth, and South half of the West half of the North West quarter, and East half of the South West quarter of Section Numbered fourteen, and East half of the South East quarter, and East half of the North East quarter of Section fifteen of Township Seven Range Number two East, Containing four hundred and forty acres More or less together with all and singular the Privileges and appurtenances to the said land in any wise appertaining and belonging to Have and to Hold the above granted Premises to him the said Enoch Rose his heirs and assigns to his and their use and behoof forever. And I the said John Ratliff for my self my heirs Executors and administrators do covenant to and with the said Enoch Rose his heirs and assigns that I am lawfully seized in fee of the aforegranted Premises, that they are free from all incumbrances, that I have good right to sell and convey the same to the said Enoch Rose as aforesaid, and that I will and my heirs Executors and administrators shall warrant and defend the same to the said Enoch Rose his heirs and assigns forever against the lawful demands of all persons whatsoever, And Catharine wife of the said John Ratliff in Consideration of Ten Dollars to her in hand Paid the receipt of which she doth hereby acknowledge, doth hereby release to the said Enoch Rose his heirs and assigns all her right and title of Dower of the aforegranted Premises,

In testimony whereof I the said John Ratliff and

Catharine my Wife have hereunto set our hands and affixed our seals the twenty third day of September Anno Domini Eighteen hundred and thirty Nine

Signed sealed and delivered in Presence of us } John Ratliff (Seal)
Catharine her X mark Ratliff (Seal)

State of Mississippi } I Thos O. McDonald an acting Justice of the Peace in and
Madison County } for the County of Madison do hereby Certify that John Ratliff and Catharine Ratliff wife of the said John Ratliff Personally appeared before me and acknowledged that they signed sealed and delivered the annexed Deed for the Purposes therein Mentioned, and the said Catharine being examined separate and apart from her husband acknowledged that she signed sealed and delivered the same of her own free will without any threats or Compulsion from her husband

Witness my hand and seal this 23rd day of September 1839

Thos O McDonald JP (Seal)

Nathan Pittman } Received for Record September 30th & Recorded October 3d 1839
Deed of Gift
Adah Peel } This Indenture made this the thirtieth day of September in the year of our Lord Eighteen hundred & thirty Nine between Nathan Pittman of the County of Madison & State of Mississippi of the one part, and Adah Peel wife of Thomas P. Peele and sister of the said Nathan Pittman of the County & State aforesaid. Witnesseth that the said Nathan Pittman for and in consideration of the natural love and affection which he hath unto the said Adah Peel hath given granted aliened, released and confirmed, and by these Presents doth give, grant alien, release and confirm unto the said Adah Peel her heirs and assigns all that parcel of tract of land situate, lying and being in the County of Madison & State of Mississippi Known & designated as follows to Wit, the East half & North half West half South West quarter of Section Twenty Eight Township Ten Range Three East. Containing One hundred & Nineteen 80/100 acres, also the West half North East quarter of Section Twenty Eight Township Ten, Range Three East, also the West half South East quarter of section twenty eight, Township Ten Range Three East, also the East half North East quarter, and North half of East half South East quarter of section twenty nine, Township Ten Range Three East, also the West half South East quarter of Section Twenty one Township Ten Range Three East, Also the East half North East quarter section twenty eight, Township Ten Range Three East, together with all the privileges and appurtenances to the said land in anywise appertaining, and also all the estate, right title property claim and demand whatsoever of him the said Nathan Pittman in and to the said parcels or tracts of land or Privileges belonging thereto, and the said Nathan Pittman also gives, grants & releases to the said Adah Peel two Negro Slaves. Men of the names of Amos & James, Slaves for life, to have and to hold the above described tract or Parcel of land and Negro Slaves, and all and singular the Premises hereby granted and conveyed with their appurtenances unto the said Adah Peel her heirs and assigns to the only proper use and behoof of them and her forever, And I the said Nathan Pittman for myself my heirs Executors and administrators do Covenant with the said Adah Peel her heirs and assigns that I am lawfully seized in fee of the aforegranted premises, that they are free from all incumbrances, and that I will, and my heirs Executors and administrators shall warrant and defend the same to the said Adah Peel her heirs and assigns forever against the lawful demands of all persons, And the said Nathan Pittman

reserves to himself however, and by these Presents the Privilege of using to his own use and benefit the above described tracts or parcels of land and the above described Negro Slaves for and during his natural life, and to use them in any manner he may think best, In testimony Whereof I have hereunto set my hand & seal this the day and year above written,

attest — John T. Cameron

Nathan his ✗ mark Pittman {seal}

The State of Mississippi } Personally appeared before me John T. Cameron Clerk
Madison County } of the Probate Court of said County Nathan Pittman whose name is subscribed to the foregoing instrument and acknowledged that he signed sealed and delivered the said instrument on the day and year it bears date for the purposes therein specified as his act and deed,

Given under my hand and seal of Office at Canton this 30th day of September AD. 1839

{seal}

John T. Cameron Clerk

Maxwell & Hamblin
And
Joshua Brooks

Received for Record September 30th & Recorded October 3rd 1839

State of Mississippi
Madison County } Know all men by these presents that we Willis Maxwell & Catharine Maxwell his Wife & Samuel Hamblin & Delitha Hamblin his wife all of the County and State above written for and in consideration of the sum of One hundred and Ninety Nine Dollars and eighty four Cents to us in hand paid by Joshua Brooks of the said County and State the receipt whereof is hereby acknowledged do hereby grant bargain sell and convey unto the said Joshua Brooks his heirs and assigns the following described tract or Parcel of land situated lying and being in the County and State aforesaid and Known and designated as Lot Three Section 35 and E½, N E¼ section 26 in Township 12 Range 4 East, Containing 159 87/100 acres More or less. To Have and to Hold the above land and premises with all privileges and appurtenances thereunto belonging or in any wise appertaining unto the said Joshua Brooks his heirs and assigns forever, in fee simple, to the only proper use and behoof of the said Joshua Brooks his heirs and assigns, and the said parties of the first part, for themselves their heirs Executors and Administrators do Covenant and Promise grant and agree to and with the said Joshua Brooks his heirs and assigns by these Presents that the said parties of the first part and their heirs will forever defend the title of the above described tract or parcel of land to the said Joshua Brooks his heirs and assigns against the lawful Claims of all and every person or Persons whatsoever Claiming or to Claim the same,

In testimony Whereof we the said parties of the first part have hereunto set our hands and affixed our seals this the 14th day of September AD. 1839

signed sealed and delivered in Presence of }

Willis Maxwell {seal}
Catharine Maxwell {seal}
Saml Hamblin {seal}
Delitha Hamblin {seal}

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

Also appeared Catharine Maxwell and Delitha Hamblin Wives of the above named Maxwell and Hamblin who being by me examined separate and apart from their said husbands, who acknowledged that they signed sealed and delivered the above & foregoing Deed freely and voluntarily

and not from any threats fear or compulsion of their said husbands on the day and year therein mentioned

Given under my hand and seal this 15th day of September A.D. 1839

H. T. McLawson J.P. {seal}

Wm. D. Chambers Received for Record 2nd & Recorded 3rd October 1839
Deed
R. H. Austin

This Indenture made and entered into this 24th day of September A.D. 1839 Between William D. Chambers and Malinda his wife of the first part, and Richard H. Austin 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 seventeen hundred and fifty dollars to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has this day granted, bargained sold and quit claimed and by these Presents does bargain sell and quit claim unto the said party of the second part his heirs and assigns all the right title claim and interest which the said Party of the first part has in and to the following described tract or Parcel of land situated lying and being in the County of Madison and State of Mississippi to Wit. The South West quarter of Section No Twenty the East half of South East quarter of Section No Nineteen, the North East quarter of section twenty Nine, The East half of North East quarter of section No Thirty all in Township No Twelve North of Range No five East, 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 aforegranted premises with the appurtenances unto the said party of the second part his heirs or assigns free from the Claim or Claims of the said party of the first part their heirs Executors or administrators forever,

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

William D. Chambers {seal}
Malinda Chambers {seal}

State of Mississippi
Madison County } Personally appeared before the undersigned an acting justice of the Peace in and for said County William D. Chambers, and Malinda his wife and acknowledged that they signed sealed and delivered the written Deed on the date thereof for the purposes therein mentioned, And the said Malinda being examined by me separate from her husband acknowledged that she signed sealed and delivered the same without any fear threats or promise from her husband. Witness my hand and seal this the first day of October 1839

Thos H. McDonald J.P. {seal}

Richard H. Austin Received for Record 2nd & Recorded 4th October 1839
Deed
Wm M. Gwin

This Indenture made and entered into this 23rd day of September A.D. 1839 by and between Richard H. Austin of the County of Madison and William M. Gwin of the County of Adams, and both of the state of Mississippi Witnesseth Whereas the said William M. Gwin did by Deed bearing date July 1st 1839 convey to said Austin Certain lands hereinafter described, which were

sold by said Gwin as Marshal of the Southern District of Mississippi as the property of John Duke, and Whereas it now appears that said land was improperly sold and Whereas it is the intention of the Parties to this instrument to annul and make void said Conveyance from said Gwin to said Austin, and the said Gwin having refunded to said Austin the Purchase Money by him paid for said Land; Therefore This Indenture Witnesseth, that for and in Consideration of the premises, and for the further Consideration of Six hundred and Eighty seven dollars to the said Austin in hand paid by the said Gwin the receipt whereof is hereby acknowledged, the said Richard H. Austin has this day granted bargained, Sold Conveyed and quit Claimed, and by these Presents does grant, bargain, sell, Convey and quit Claim to the said Wm. M. Gwin all the right title Claim and interest, of which he became seized and possessed by virtue of said Deed from said Gwin in and to the following described lands Situate, lying and being in the County of Madison and State of Mississippi known and designated as the South West quarter of Section Twenty, East half of South East quarter of Section Nineteen, North West quarter of Section twenty nine, East half of North East quarter of Section thirty all in Township No Twelve North of Range No five East, Containing four hundred and Eighty 2 3/100 acres be the same more or less. together with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining, And the said Richard H. Austin, for himself his heirs, Executors and Administrators does hereby Covenant and agree to and with the said William M. Gwin his heirs &c that he will and his heirs Executors &c shall warrant and forever defend the right and title to the above described premises against the Claim or Claims of himself his heirs &c and against all and every other Person or Persons Claiming the same by through from or under him, them or any of them unto the said William M. Gwin his heirs &c.

In testimony Whereof the said Richard H. Austin hath hereunto set his hand and affixed his seal this day and year first above written

R. H. Austin {seal}

The State of Mississippi } Personally appeared before me John J. Cameron Clerk
Madison County ss } of the Probate Court of said County the above named Richard H. Austin who acknowledged that he signed sealed and delivered the foregoing Deed on the day and year it bears date as his act and deed

{seal}

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

John J. Cameron Clk

Enoch Rose Trustee } Received for Record 2nd & Recorded 4th October 1839
Deed
William Aveon } The State of Mississippi } Madison County } This Indenture made & entered into this 29th day of August 1839 Between Enoch Rose of the first part, and William Aveon of the second part, both of the County and State aforesaid Witnesseth that Whereas one Gideon Bass on the 19th day of July 1836 Executed and delivered to the said Enoch Rose a Deed of Trust for the purpose of securing to one Anthony Byrne the payment of Certain Sums of Money therein Mentioned; in which Deed the said Bass Conveyed to the said Rose the following tracts of land situated in the County aforesaid and known and designated as the West half of the North East quarter of Section No 22 Township No 7. Range No 2 East, Containing Seventy nine acres 84/100. also the South half of the West half of the South West quarter of Section 14 Township No 7. Range 2 East Containing forty acres. Containing in the whole One hundred and Nineteen acres 84/100

which Deed authorized and empowered the said Rose to sell the said land upon the happening of a Certain Contingency in said Deed of Trust mentioned & upon being applied to by the said Byrn, to the highest bidder first having given thirty days notice in three Public Places. And Whereas the aforesaid Contingency in said Deed of Trust mentioned did happen, and the said Rose, therefore being applied to by the said Byrn did on the said 29th day of August 1839 after having given thirty days previous notice of the time and place of said Sale in three public places, in strict Conformity with the Provisions of said Deed of Trust, Proceed to set up & offer for sale to the highest bidder at the Court house Door in the Town of Canton the place mentioned in said Notice for the Sale of said land, for Cash all the aforesaid described land and all the appurtenances thereunto belonging, and Whereas the said William Aven bid for said land the sum of five Dollars per acre which was higher than any other person did or would bid, and therefore he became the purchaser thereof, Now Therefore for, in Consideration of the Premises, and for the further Consideration of the sum of five hundred and ninety nine Dollars and twelve & one half Cents the Purchase Money for said land to the said Rose in hand paid by the said Aven, the receipt whereof is hereby acknowledged he the said Rose doth hereby give, grant, bargain, sell alien enfeoff & convey to the said Aven all the right, title, interest and Claim in and to the aforesaid land, vested in the said Rose by the aforesaid Deed of Trust, and all the appurtenances thereunto belonging To have and to hold unto the said Aven and to his heirs and assigns forever and the said Rose hereby Covenants to warrant & defend the aforesaid land to the said Aven against the Claims of all persons Claiming or to Claim under him the said Rose but against no others,

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

Enoch Rose {seal}

The State of Mississippi } Personally appeared before me John T. Cameron Clerk of the
Madison County } Probate Court in & for said County this day Enoch Rose whose name appears to the foregoing deed, who acknowledged that he signed sealed and delivered the same for the purposes therein Mentioned

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

{seal}

John T. Cameron Clerk

William Aven Deed
Enoch Rose } Received for Record 2nd & Recorded 4th October 1839
The State of Mississippi
Madison County } This Indenture Made and entered into this second day of October Anno Domini One thousand Eight hundred and thirty Nine by and between Wm Avens of the first part and Enoch Rose of the second part both of the County and State aforesaid. Witnesseth that for and in Consideration of the sum of Six hundred Dollars good and lawful Money — the receipt whereof is hereby acknowledged by the Party of the first part, hath bargained sold and conveyed unto the party of the second part, the following described tract or parcel of land lying and being in the County and State aforesaid viz the W½ N E¼ of section No 22 Township No 7 Range No 2 East. Containing 79.84/100 acres also S½ of W½ of the SW¼ of section 14 Township 7 Range 2 East, Containing forty acres Containing in all by estimation One hundred and Sixteen & 84/100 acres be the same more or less. To have and to hold free from the said party of the first part and his heirs Executors and Administrators forever in fee simple and quiet Claim-

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

The State of Mississippi } William Owens {seal}
Madison County ss } Personally appeared before me John T. Cameron Clerk of the Probate Court of said County William Owens whose name is subscribed to the annexed deed and acknowledged that he signed sealed and delivered said deed on the day and year therein mentioned as his act and deed

Given under my hand and seal of office at Canton this 2nd day of October A.D. 1839

{seal}

John T. Cameron Clerk

Willis Walton } Received for Record 2nd & Recorded 9th October 1839
Title Bond
Samuel Ewing } Know all men by these Presents that I Willis Walton of the County of Madison & State of Mississippi am held and firmly bound unto Samuel Ewing of said County & State in the sum of twenty eight hundred dollars to be paid to the said Ewing his certain Attorney Executors or administrators, to which payment well & truly to be made I bind my self my heirs Executors and Administrators firmly by these presents. Witness my hand & seal this 24th day of September anno Domini 1836. — The Condition of the above Obligation is such that whereas the said Willis Walton has this day bargained & sold unto the said Samuel Ewing a certain tract of land containing fourteen acres lying in the vicinity of Canton & County of Madison and designated as follows, to wit, being in Township No 9, Section No 19 Range 3 East, said Lot to commence at the North East Corner of the land belonging to John H. Rollins and running North to the Section line, thence along said line two hundred yards West, thence along the line that divides said land from that of Thos. A. Catching to the Corner of Jno H. Rollins lands thence along the line between said land from that of the said Rollins, to the commencement, said Walton allowing said Ewing a Privilege of passing to the Main Road upon the condition that said Ewing makes a fence so as to allow a lane, for the Consideration of fourteen hundred dollars to be paid as designated by notes of this date, Now if the said Ewing or his representatives shall well & truly pay said several sums of Money as specified by the Notes, as they become due then the said Walton or his representatives are to make Executing Deliver to the said Ewing a good & sufficient general warranty deed, for the land aforesaid, But if the said Ewing or his representatives shall fail to make said Payments, then this obligation to be null and void. otherwise to remain in full force, In Testimony whereof the said Walton has hereunto set his hand & seal the day & year first above written.

Test Jno. H. Rollins — Willis Walton {seal}

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

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

{seal},

John T. Cameron Clerk

G. N. & L. Davidson and Henry Christmas } Received for Record 4th & Recorded 9th October A.D. 1839
This Indenture made and entered into this tenth day of March in the year of our Lord One Thousand Eight hundred and thirty five Between George N. Davidson & Lawson Davidson of the County of Talladega & State of Alabama of the one part, and Henry Christmas of the County of Madison and State of Mississippi of the other part. Witnesseth that the said Parties of the first Part, (viz) George N. & Lawson Davidson for and in

Consideration of the sum of twenty eight hundred dollars, to them in hand paid by the party of the second Part, the receipt whereof is hereby acknowledged have granted bargained and sold and conveyed, and by these Presents doth grant, bargain, sell and convey unto the said Henry Christmas his heirs and assigns, the following tract or Parcel of land situated lying and being in the County of Madison, state of Mississippi and designated and known as the West half of section thirty six of Township Nine Range One East, containing three hundred and twenty acres, To have and to hold all the said tract or Parcel of land together with all and singular the rights, Privileges, hereditaments and appurtenances to each and all belonging or in any wise appertaining, unto him the said Henry Christmas, his heirs and assigns forever and the said George N. & Lawson Davidson for themselves their heirs Executors & administrators the said tract or parcel of land together with the rights, Privileges and appurtenances aforesaid unto the said Henry Christmas his heirs and assigns free from the Claims or Claims of them the said George N. & Lawson Davidson or either of them or either of their heirs, Executors or Administrators, and of all and every Person or Persons whatsoever shall and will forever warrant and defend by these Presents,

Witness whereof we have set our names and affixed our seals the day and year first above written,

George N. Davidson [L.S.]
Lawson Davidson [L.S.]

Signed, sealed, delivered in Presence of

The State of Alabama } Personally appeared before me Hugh. G. Barclay Clerk of the
Talladega County } County Court, for the aforesaid County of Talladega George N. Davidson & Lawson Davidson, whose names stand to the foregoing Deed and acknowledged that they signed sealed and delivered the same to Henry Christmas, the day and year therein Written,

Given under my hand and Private seal having no seal of office at Talladega this 11th day of May 1835,

[Seal]

H. G. Barclay Clerk
By his Deputy Jas. M. McCam

The State of Alabama } I Green T. McAfee Judge of the County Court for the County of Talladega
Talladega County } do hereby Certify that Hugh. G. Barclay whose signature is affixed to the foregoing Certificate is a man at the time of making sd Certificate the Clerk of our aforesaid Court, that full faith & Credit shall be given his official attestations as such & I do further Certify that his said Certificate is made in due form of Law,

Given under my hand & seal at office at Talladega in Talladega County this Twelfth day of May & in the year of our Lord 1835,

[L.S.]

G. T. McAfee Judge C. Ct. T. Cty

John H. Walker } Recorded for Record 5th & Recorded 9th October 1839
Deed Trust
Joseph S. Pugh }

This Indenture Made and entered into this fifth day of October A.D. Eighteen hundred and thirty nine Between, John H. Walker, and Eliza, Ann, Walker, his wife Parties of the first part, and Joseph S. Pugh a party of the second Part and the Citizens Bank of Madison County Mississippi Parties of the third Part Witnesseth, That the Parties of the first Part for the consideration hereinafter expressed and for the further Consideration of Fifteen dollars to them in hand paid by the said Party of the second Part, the receipt of which is hereby acknowledged, Have given granted bargained sold, Conveyed and Confirmed and by these Presents do give grant bargain sell convey and confirm unto the said Party of the second Part, his heirs Executors administrators and assigns as and singular the following described Lands, being and lying in the state of Mississippi and County of Madison, and known and designated in the Plat of Survey of lands in the Choctaw District as being The South half of East half of South West quarter of Section Twenty seven Township Ten Range Two East, South East quarter, and North East quarter, of Section Twenty seven, and South half of East half of South West quarter, and West half of South West quarter, and North West quarter of Section Twenty

sip, and North half of West half of North East quarter, and East half of North West quarter of section thirty four, all in Township Ten Range two East, and South half of East half of South West quarter of section thirty four in same Township and Range containing Eighty hundred acres — Also the East half of South East quarter section Twenty seven, Township Nine Range One West, Also Containing, Eighty acres More or Less. Also the following described Negroes, Tom Bowman and wife Diana, Lawson, Ben and wife Sarah, Tom Bulger, Sylvia and two Children, Harriet, Albert and wife, Suky and two Children, Alsy and Minda, Amos his wife Charlotte and two Children, Callen and Daniel, Mary and Mary two young women, Jim and Betty Dick and Ned, Tom Cartright and Hermiah his wife, and Child, John Gooch and wife Caroline and Child, Spencer and Rachel, and wife with two Children, Mike and Amanda his wife, Anthony and Celia his wife, Henry and Matilda his wife, Minor and Jacob, William and Cyrus, John and Luke Sally aged — Caesar and Lucinda and with their Present and future increase, also the following described Stock, Thirteen Milch Cows, Seven Work horses, Blood Horse Jim Polk, and one half interest in Bay Mare Kitty Love, and her four Colts, the one half interest in Chesnut Mare Prop — Chesnut Gelding Bond Fore, the one half interest in Grey Colt by Imp Levy, the one half interest in Bay Colt by ditto, the one half interest — Chesnut Colt by ditto, and the one half interest in other Chesnut Colt by ditto, the one half interest in Brown filly and Bay ditto, together with Hogs, Cattle, farming Tools &c &c including three Waggons, and Carriage, Cart and all other things to the Place Pertaining or in any wise belonging. To Have and to hold the above bargained Premises unto the said Party of the second part his heirs or assigns forever, and for the Considerations aforesaid the said Parties of the first part do for themselves, their heirs Executors and Administrators covenant to warrant, and defend the right to the said Premises unto the said Party of the second part, his heirs and assigns forever both at Law and in Equity against the lawful demands of the said parties of the first part and against the lawful and equitable Claim or demands of any and every other Person or persons claiming or to Claim the same, This Conveyance, bargain and sale is however made upon the following trusts and Conditions Viz, Whereas the said Parties of the first part, are indebted to the said Citizens Bank of Madison County Mississippi, a Party of the third Part, the just sums specified in the following Promissory Notes, Viz, The first executed, first day of August A.D. Eighteen hundred and thirty Nine for the Sum of Four Thousand one hundred and Sixteen 66/100 dollars, payable to said Citizens Bank of Madison County, a party of the third part, on the first day of January A.D. Eighteen hundred and forty, The second executed same day payable to said party of the third part, on the first day of May A.D. Eighteen hundred and forty, for the Sum of Sixty four hundred and thirty two 53/100 dollars, The third executed same day payable to said party of the third part, on the first day of January A.D. Eighteen hundred and forty one, for the Sum of Forty two hundred and thirty three 33/100 dollars, The fourth executed on same day payable to said Party of the third Part, on the first day of May A.D. Eighteen hundred and forty one, for the Sum of Sixty seven hundred and fifty three 36/100 dollars, The fifth executed on same day payable to said Party of the third part, on the first day of January A.D. Eighteen hundred and forty two, for the Sum of Forty three hundred and forty nine 78/100 dollars. And the Sixth executed on same day payable to said party of the third part, on the first day of May A.D. Eighteen hundred and forty two for the Sum of Seven thousand and Seventy four 22/100 Dollars — And the said parties of the first part are willing the better to Secure the payment of the Sums of Money Specified in the aforesaid promissory Notes at time limited for the payment of the Same, Now Therefore it is Covenanted by all the parties to this deed that if the said Party of the first part, shall well and truly pay to the said party of the third part, the said several Sums of Money Specified in the aforesaid Promissory Notes on the day that they each become respectively due, that these presents, shall forever Cease and be void, and the property above Conveyed shall revert as to the title thereto in the said parties of the first part, But if the said parties of the first part shall fail or refuse to pay either of the several Sums of Money Specified in the aforesaid Promissory Notes on the day they become respectively due, or if any part of the said Sum or Sums shall then be due and remaining unpaid, Then it is Covenanted, by all the parties to this deed, that the said party of the second part may Proceed to sell the above described property at Public auction in the Town of Canton to the highest bidder for Cash, the said party of the second part, having first given at least thirty day previous notice by Public advertisement

in three of the most public places in Madison County - of the time, place and terms of said sale and upon this further condition that the party of the first part shall be permitted to have control of the aforesaid property so far as to name the Market in which said property is to be sold, and the time when so as to Provide for the several payments above described, Provided Always that the Trustee shall be satisfied that no fraud or advantage is intended and in this further Condition that the Mortgage to the Executors of Mercer Wadlington shall be released whenever the party of the first part shall have relieved from liability to all the judgments at Present against him, all the Property above specified, and the said party of the second part doth hereby covenant that he will well and truly perform the duties required of him under the Provisions of this Deed,

In testimony Whereof all the Parties to this Deed have hereunto set their hands and affixed their seals the day and year first above written,

John H. Walker {seal}
Eliza A. Walker {seal}
Joseph J. Pugh {seal}
R. A. Tebault Cash^r {seal}

The State of Mississippi }
Madison County ss } This day Personally appeared before me John T. Cameron Clerk of the Probate Court of said County, John H. Walker, and Eliza A. Walker his wife in their own right, Joseph J. Pugh as Trustee, and Richard A. Tebault Cashier of the Citizens Bank of Madison County, (in behalf of said Bank) and severally acknowledged that they signed sealed and delivered the annexed and foregoing instrument as Deed of Trust, on the day and year and for the Purposes therein specified as their and each of their act and deed, And the said Eliza A. Walker wife of said John H. Walker on a private examination separate and apart, from her said husband acknowledged that she signed sealed and delivered said Deed as her voluntary act and deed without any fear threats or Compulsion of her said husband, on the day and year therein mentioned

Given under My hand and seal of Office at Canton this 5th Day of October AD. 1839

{seal}

John T. Cameron Clerk

Willis Walton }
Deed } Received for Record 5th & Recorded 9th October 1839
Samuel Ewing }

This Indenture Made and entered into this 5th Day of October AD 1839 Between Willis Walton and Margaret his wife of the first part, and Samuel Ewing 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 fourteen 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 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 his heirs and assigns forever a Certain piece or parcel of land situate lying and being in the County of Madison and State of Mississippi being a part of the East half of the North West quarter of section Nineteen Township Nine Range Three East, Bounded as follows, Beginning at the North East Corner of a lot of land owned by John H. Rollins and running North to the section line, thence along said line two hundred yards West, thence along the line that divides said land from that of Thomas J. Catetings, to the Corner of John H. Rollins land, thence along the line of said Rollins to the Beginning and further described as being bounded on the South by John H. Rollins, on the East by John Mimms North by J. D. Livingston and West by T. J. Catetings, said Tract of land to Contain fourteen Acres. together with all and singular the hereditaments and appurtenances thereunto belonging or appertaining

and the said party of the first part to allow the said party of the second part the privilege of of passing to the Mill Road upon Condition that the said party of the second part make a fence to so to allow a lane for that purpose. To have and to hold the above described premises with the privileges and appurtenances thereto belonging unto the said party of the second part his heirs and assigns forever in fee simple, And the said party of the first part hereby covenants and agrees to and with the said party of the second part, his heirs & that they are well seized in fee of the aforegranted premises and have good right to sell and convey the same as aforesaid, that the same are conveyed free and clear of all incumbrances and that they will, and their heirs Executors and administrators shall warrant and defend the title to said above described Premises with the privileges and appurtenances thereto belonging unto the said party of the second part, his heirs Executors Administrators and assigns free from and against the Claims lawful or Equitable of all and every person or persons whomsoever, claiming or to Claim the same or any part thereof forever by these presents.

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

Killis Walton {seal}
Margaret Walton {seal}

The State of Mississippi }
Madison County } Personally appeared before me John T. Cameron Clerk of the Probate Court of said County the above named Killis Walton and Margaret 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 Margaret Wife of said Killis Walton on a private examination separate and apart from her husband acknowledged that she signed sealed and delivered said deed as her voluntary act and deed freely without fear threats or compulsion of her said husband.

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

John T. Cameron Clerk

Samuel Holloway }
Deed }
John Holloway. }

Received for Record 7th & Recorded 10th October A.D. 1839

This Indenture Made and entered into this Seventh day of October A.D. 1839 between Samuel Holloway and Caroline his wife of the first part, and John Holloway 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 Eighty 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 acknowledged. Have this day granted bargained sold. Conveyed and Confirmed, and by these presents do grant, bargain, sell, convey and confirm unto the said party of the second part, his heirs and assigns forever the following described tract or parcel of land situate lying and being in the County of Madison and State of Mississippi Known and designated as the North West quarter of Section Thirty five. Township No Ten of Range No Two East, containing One hundred and Sixty acres be the same more or less together with all and singular the rights, privileges, hereditaments and appurtenances thereunto belonging or in anywise appertaining. To Have and to hold the above described tract or Parcel of land with the appurtenances unto the said party of the second part, his heirs and assigns forever in fee simple And the said party of the first part, for themselves, their heirs, Executors and administrators do hereby Covenant and agree to and with the said party of the second part, his heirs Executors Administrators and assigns that they are well seized in fee of the aforegranted Premises, and have good right to sell and convey

the same as aforesaid. that the same are conveyed free and clear of all incumbrances and that they will and their heirs of shall forever warrant and defend the title thereto, unto the said party of the second part his heirs of against the claim or claims of all and every person or persons whomsoever either law fully or equitably claiming or to claim the said premises or any part thereof,

In testimony whereof the said Samuel Holloway and Caroline his wife party of the first part, have hereunto set their hands & seal the day and year first above written,

Samuel Holloway {Seal}
Caroline Holloway {Seal}

The State of Mississippi
Madison County ss } Personally appeared before me John T. Cameron Clerk of the Probate Court of said County the above named Samuel Holloway and Caroline his wife who acknowledged that they signed sealed and delivered the forgoing Deed on the day and year therein mentioned as their act and deed, And Caroline the wife of said Samuel Holloway 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 without fear threats or compulsion of her said husband on the day and year therein specified,

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

John T. Cameron Clerk

(11)

Thomas A. McDonald
Deed Gift
David S. McDonald } Received for Record 7th & Recorded 11th October 1839
State of Mississippi
Madison County } Know all men by these presents that I Thos A. McDonald of the State and County aforesaid, for the love and affection which I have for my son David S. McDonald and for other good Causes me thereunto moving do give and bequeath unto him the said David and his heirs forever, the West half of the North West quarter of Section 32. Township 9. Range 4 East in Madison County — In testimony Whereof I have hereunto set my hand and affixed My seal this 28th Day of February in the year of our Lord one thousand eight hundred and thirty five

Signed sealed and delivered in Presence of
Patrick R. Cleaver
Virgil Buckner

Thos A. McDonald {Seal}

The State of Mississippi
Madison County ss } Personally appeared before me John T. Cameron Clerk of the Probate Court in and for said County the above named Thomas A. McDonald 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.

{Seal}

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

John T. Cameron Clerk
11

Thomas A. McDonald
Deed Gift
Laura M. Manney } Received for Record 7th & Recorded 11th October 1839
This Indenture made and entered into this 7th day of October A.D. 1839 between Thomas A. McDonald of the first part, and Laura Maria Manney 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 natural love and affection which he hath and beareth to the said party of the second part, and for the further Consideration of Ten dollars to him in hand paid by the said party of

the second part, the receipt whereof is hereby acknowledged, hath this day given granted bargained sold, conveyed and confirmed, and by these presents doth give grant, bargain sell transfer, convey and confirm unto the said party of the second part her heirs and assigns forever the following described tract of land situate lying and being in the County of Madison and State of Mississippi and known and designated, as the West half of the North East quarter of Section Thirty three, and the North half of the West half of the South East quarter of Section Thirty three — Township Nine Range four East. Containing One hundred acres be the same more or less, together with all and singular the rights privileges hereditaments and appurtenances thereunto belonging or in any wise appertaining, To Have and to hold the above described premises with the appurtenances unto the said party of the second part, her heirs and assigns forever in fee simple, And the said party of the first part hereby covenants and agrees to and with the said party of the second part, her heirs & to warrant and defend the title to the aforegranted premises with the appurtenances unto the said party of the second part her heirs & against all and every person or persons whomsoever claiming or to claim the same or any part thereof forever by these presents,

In testimony Whereof the said party of the first part hath hereunto set his hand and seal the day and year first above Written.

Thos. A. McDonald {Seal}

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

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

{Seal}

John T. Cameron Clerk

Saml M. Hennoy Shff } Received for Record & Recorded 11th October 1839
Ptff
John Curran

This Indenture made and entered into this Eleventh day of October Anno Domini One thousand Eight hundred and thirty Nine between Samuel M. Hennoy Sheriff of Madison County Mississippi of the first part and John Curran of the second part, Witnesseth that whereas Judgement was rendered by the Circuit Court of the County of Madison aforesaid against Gideon Bass & Securities in the following Cases viz, at the Spring Term 1837 of said Court in favor of William Speights for $8088.87, one in favor of R. Walker use &c and against Robinson & Bass for $140.37, one in favor of R. Stokes & against Robinson & Bass for $5640.05 — 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 Gideon Bass & Securities he Cause to be made the sums of Money Mentioned in said writs of Fieri Facias to render to the said Plaintiff 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 24th day of August A.D. 1839 to levy the aforesaid Writs Fieri Facias on the following described tract or parcel of land as the property of the aforesaid Defendant, lying and being in the County of Madison Known as the West half North East quarter Section Eight, Township Seven Range Two East Containing 79.83/100 acres, also the East half North East quarter Section Eight Township Seven Range two East, containing 117.17/100 acres making in all by estimation Two hundred acres, be the same more or less, and the said Sheriff proceeded to advertise the same for thirty days previous to the seventh day of October

A.D. 1839 in the Madison Whig advocate, a Public Newspaper printed in the Town of Canton Miss. the aforesaid land for sale at the Court house door in the Town of Canton aforesaid, and the said Samuel M. Flournoy Sheriff as aforesaid. also proceeded on the seventh day of October A.D. 1839 to offer the same for sale at the Court House Door aforesaid, to the highest bidder for Cash and John Curran appeared and bid Six dollars and Sixty two ½ 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 dollars and Sixty two ½ 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 bargain sell and Convey to the aforesaid John Curran all the right, title Interest and Claim of the aforesaid Gideon Barfin 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 Gideon Barfin his heirs Executors and administrators

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

S. M. Flournoy Sheriff {Seal}

The State of Mississippi } Personally appeared before me John T. Cannon
Madison County, ss } Clerk of the Probate Court of said County, Samuel M. Flournoy Sheriff of said County and acknowledged that he signed sealed and delivered the written 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 October A.D. 1839

{Seal}

John T. Cannon Clerk

S. M. Flournoy Shff } Received for Record 7th & Recorded 15th October 1839
to
Joel D. Riggs } This Indenture, Made and entered into this fourth day of October Anno Domini, One thousand Eight hundred and thirty nine Between Samuel M. Flournoy Sheriff of Madison County, Mississippi of the first part, and Joel D. Riggs of the second part, Witnesseth. that Whereas Judgment was rendered by the Circuit Court of the County of Madison aforesaid, against Douglas Z. Thompson in the following Case viz; at the Fall Term 1836 of said Court in favor of Dickson White & Co for $355,90 with interest at the rate of Eight per Cent per Annum, from date until paid and Cost of Suit, and Whereas Writ of Fieri facias issued from the office of the Clerk of the Circuit Court aforesaid directed to the Sheriff of Madison County aforesaid, commanding him that of the goods and Chattels lands and tenements of the aforesaid Douglas Z. Thompson he Cause to be made the Sums of Money mentioned in said Writ of Fieri Facias to render to the said Plaintiff at the Fall Term A.D. 1839. of said Court, of the said Court, and the said Sheriff in Conformity of the Command of said Writ proceeded on the 1st day of August A.D. 1839 to levy the aforesaid Writ of Fieri Facias on the following described tract or Parcel of land as the property of the aforesaid Defendant lying and being in the Town of Camden in the State and County aforesaid Known as Lot No 7 North of Pine Street West of Main Street, fronting 50 feet on said Street, & running back 120 feet West, And the said Sheriff proceeded to advertise the same for thirty days previous to the Seventh day of September A.D. 1839 in the Madison Whig Advocate, a Public Newspaper Printed in the Town of Canton

Miss. the aforesaid Lot 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 Eighteenth day of September A.D. 1839 to offer the same for sale at the Court House door aforesaid to the highest bidder for Cash and Joel D. Riggs by his agent J. Hamblin appeared and bid 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 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 unto the aforesaid Joel D. Riggs all the right title interest and Claim of the aforesaid Douglas in and to the aforesaid Lot or parcel 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 Douglas his heirs Executors and Administrators.

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

The State of Mississippi } S. M. Flournoy Sheriff } Seal
Madison County ss } Personally appeared before me John T. Cameron Clerk of the Probate Court of said County 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 as aforesaid

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

John T. Cameron Clerk

William P. Perkins } Received for Record 8th & Recorded 15th October 1839
Deed Gift
Louisa A. Pugh } Know all men by these presents that I William P. Perkins of the County of Madison & State of Mississippi for and in consideration of the natural love and affection which I have and bear for my Daughter Louisa A. Pugh the Wife of Joseph L. Pugh and also for divers other good Causes and Considerations me the said William P. Perkins thereunto moving, have given granted and confirmed and by these presents do give grant and confirm unto My said Daughter Louisa A. Pugh the following Negro Slaves to Wit. Mack a Black fellow about 40 years of age, Mary Ann a copper Colored woman about 35, Jim a yellow boy about 13, Elizabeth a yellow girl about 11, John a Copper Colored fellow about 30, Lucinda a Black Woman about 20, Edmund a black fellow about 21, Harriet a black woman about 20, Dick a black fellow, about 30, Lucy a black woman about 24, Lewis a Copper Colored man about 25, Caroline a black Woman about 20, Jackson a black fellow about 30, Harriet a Copper Colored Woman about 35, Polly a Copper Colored girl about 15, Amy a black girl about 9 Susan a black girl about 6, Milly a black girl about 5, Reuben a black fellow about 30 Bob a black fellow about 30, To have ~~and to~~ hold and enjoy the said Negro Slaves unto my said Daughter her heirs & assigns forever, And I the said William P. Perkins the said Negro Slaves against me and all Claiming under me against all other persons whomsoever unto my said daughter Louisa A. Pugh do and forever will warrant and defend by these presents, — In Testimony whereof I have hereunto set my hand and affixed my seal this first day of May Eighteen hundred and thirty Nine,

The State of Mississippi } W. P. Perkins } Seal
Madison County ss } Personally appeared before me John T. Cameron Clerk of the Probate Court of said County the above named William P. Perkins 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 8th Day of October A.D. 1839

{Seal}

John T. Cameron Clerk

John D. King Deed
Miss Rail Road Co

Received for Record 8th & Recorded 18th October 1839

Know all Men by these presents that I John D. King of Madison County state of Miss. for and in Consideration of the sum of One Dollar to me in hand paid the receipt whereof is hereby acknowledged, do hereby devise, 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 land in sections twenty one and twenty eight in Township No seven Range Two East, and the Number one hundred feet embracing the Road. 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 21st day of August A.D. 1838.

In Presence of
Enos Fletcher

John D. King {L S}

The State of Mississippi
Madison County ss

Personally appeared before me John T. Cameron Clerk of the Probate Court of said County Enos Fletcher the subscribing Witness to the within and foregoing Deed who being duly sworn deposed and said that he saw John D. King whose name is subscribed thereto sign seal and deliver the said Deed on the day and year therein mentioned, that he then deponent subscribed the same as a Witness in presence of said King on the day and aforesaid.

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

{Seal}

John T. Cameron Clerk

S. M. Flournoy Shff
Deed
James McAdory

Received for Record 10th & Recorded 15th October 1839

This Indenture Made and entered into this Seventh day of October Anno Domini, One Thousand Eight hundred and thirty nine, between Samuel M. Flournoy, Sheriff of Madison County, Mississippi, of the first part and James McAdory of the second part Witnesseth that Whereas, Judgement was rendered by the Circuit Court of the County of Madison aforesaid against William D. Heill in the following Case, Viz at the Spring Term 1838 of said Court in favor of Ballard & Sullivan for $85,11/100, 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 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 William D. Heill & Samuel M. Davis who was his security in a forthcoming Bond he Cause to be made the sum of Money mentioned in said writ of Fieri Facias, to render to the said Plaintiff at the fall Term A.D. 1839 of said Court, and the said Sheriff in Conformity of the Command of said writ Proceeded on the 15th day of August A.D. 1839 to levy the aforesaid Writ of Fieri Facias on the following described Lots of ground as the Property of the aforesaid Defendants, lying and being in the Town of Madisonville, County of State aforesaid Viz Lot No One in the Town of Madisonville fronting on Main Street

thirty feet & running back thirty three feet, and the said Sheriff proceeded to advertise the same for thirty days previous to the 7th day of October A.D. 1839 in the Madison Mississippi Advocate, a Public Newspaper printed in the Town of Canton, Miss. the aforesaid lot 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 7th day of October A.D. 1839 to offer the same for sale at the Court house door aforesaid to the highest bidder for cash and James McAdory appeared and bid fifty one dollars which was more than any other person did or would bid. Now, Therefore, for and in Consideration of the aforesaid sum of fifty one 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 James McAdory all the right title interest and Claim of the aforesaid Neill & Jarvis in and to the aforesaid lot or parcel 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 Neill & Jarvis 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 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,

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

{seal}

John T. Cameron Clerk

S. M. Flournoy Sheriff } Received for Record 11th & Recorded 15th October 1839
Deed
J. G. Anderson } This Indenture, Made and entered into this tenth day of October Anno Domini One thousand eight hundred and thirty five between Samuel M. Flournoy Sheriff of Madison County Mississippi, of the first part, and Albert G. Anderson of the second part, Witnesseth, that whereas Judgment was rendered by the Circuit Court of the County of Madison aforesaid, against James M. Torrey & Security in the following cases, viz: at the Spring Term 1838 of said Court, one in favor of Foster & Nevis for $440.77 pos, One in favor of Thos. Ashford for $206 77/100 with interest at the rate of Eight per Cent per annum from date until paid and Costs of suits and whereas Writs of Fieri Facias issued from the office of the Clerk of Circuit Court aforesaid directed to the Sheriff of Madison County aforesaid, Commanding him that of the goods and Chattels lands and tenements of the aforesaid James M. Torrey 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 Command of said Writs proceeded on the fourteenth day of September A.D. 1839 to levy the aforesaid Writs of Fieri Facias on the following discribed tract or Parcel of land as the Property of the aforesaid Defendant, lying and being in the County of Madison Beginning at a stake in the section line dividing Sections 15 & 22, where the Northern line of Jefferson Street in the Town of Madisonville intersects said section line thence with said Street South 60¾ West 14 Poles to a stake on Finley Street thence with said Street North 30¾ West 50 Poles & 8 links to a stake, thence North 75, East 14 Poles 12½ links to a stake thence South 30¾ East 47 Poles to the beginning Containing 4 acres 37 Poles be the same More or less. And the said Sheriff proceeded to advertise the same for thirty days

previous to the seventh day of October 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 seventh day of October A.D. 1839 to offer the same for sale at the court house door aforesaid to the highest bidder, for Cash, and Albert G. Anderson appeared and bid Fifty six dollars which was more than any other person did or would bid. Now Therefore, for and in Consideration of the aforesaid sum of Fifty six 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 Anderson all the right, title interest and Claim of the aforesaid Towns 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 Towns her 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 } Personally appeared before me John T. Cameron Clerk
Madison County ss } of the Probate Court of said County, Samuel M. Flournoy Sheriff of the County aforesaid 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.

{Seal}

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

John T. Cameron Clerk

A. W. Harris } Received for Record 14th & Recorded 16th October 1839
Mortgage
B. B. Fingell }

Know all men by these presents that I have this day given up to B. B. Fingell my negro Man Anthony to hold and Claim and use as his property until he is released of any liability whatever as an endorser on two promissory Notes drawn by Green Cushlin and payable to me one of said Notes calls for seven hundred dollars and the other five hundred Dollars and both due on or before the first of May 1839. The condition of the above obligation is thus that if the above named Fingell should have the above named Notes to satisfy then the above named Negro Anthony is his property forever. I hereby warrant & defend the title to him, But so soon as I release him of liability as it regards the above named Notes this obligation is null & void.

Attest
Silas Allen

Given under My hand and seal this the 15th June 1839

A. W. Harris {Seal}

The State of Mississippi } Personally appeared before me John T. Cameron Clerk of the
Madison County ss } Probate Court of said County, Silas Allen whose name appears as a witness to the foregoing instrument and being duly sworn deposed and said that he saw A. W. Harris whose name is subscribed thereto sign seal and deliver the same on the day and year therein mentioned.

Given under My hand and seal of Office at Canton this 14th Day of October A.D. 1839

John T. Cameron Clerk

S. M. Flournoy Shff } Received for Record 11th & Recorded 16th October 1839
Deed
A. G. Anderson } This Indenture made and entered into this Eleventh day of October Anno Domini One thousand Eight hundred and thirty Nine between Samuel M. Flournoy Sheriff of Madison County Mississippi of the first part, and Albert G. Anderson of the second part, Witnesseth that Whereas Judgement was rendered by the Circuit Court of the County of Madison aforesaid, against James M. Towns Jr in the following Case Viz; at the Spring Term 1838 of said Court in favor of Hugh B. Douglass for . . . . . with interest at the rate of Eight per Cent per annum from date until paid and Cost of suit, and whereas Writ of Fieri Facias issued from the office of the Clerk of Circuit Court aforesaid directed to the Sheriff of Madison County aforesaid commanding him that of the goods and Chattels, lands and tenements, of the aforesaid James M. Towns Jr he Cause to be Made the sums of Money mentioned in said writ of Fieri Facias to render to the said Plaintiff at the Fall Term A.D. 1839 of said Court, and the said Sheriff in Conformity of the command of said Writ proceeded on the 30th day of August A.D. 1839 to levy the aforesaid Writ 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 Viz Twenty five feet of Lot No Six running back one hundred feet, and the said Sheriff proceeded to advertise the same for thirty days previous to the Seventh day of October A.D. 1839 in the Madison Gazette, a Public newspaper printed in the Town of Canton Miss the aforesaid land for sale at the Court house door in the Town of Canton aforesaid, and the said Samuel M. Flournoy Sheriff as aforesaid also proceeded on the Seventh day of October A.D. 1839 to offer the same for sale at the Court house door aforesaid to the highest bidder for Cash and A. G. Anderson appeared and bid Sixty two Dollars which was more than any other person did or would bid, Now therefore for and in Consideration of the aforesaid sum of Sixty two 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 Anderson all the right title interest and Claim of the aforesaid J. M. Towns Jr in and to the aforesaid Lots 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 James M. Towns Jr their 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 J. 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 written and foregoing Deed on the day and year therein mentioned as his act and deed.

S. M. Flournoy Shff (Seal)

Given under my hand and seal of office at Canton this 11th day of October A.D. 1839

John J. Cameron Clerk

(Seal)

William Adam } Received for Record 15th & Recorded 17th October 1839
Deed } Madison County
Peter Hagsdale } State of Mississippi } This Indenture made between William Adam of the aforesaid County and State of the one part, and Peter Hagsdale of the other part of the same County and State, Witnesseth that the said William Adam in consideration of Two hundred and seventy dollars given granted, aliened enfeoffed and confirmed, and doth by these presents give grant, alien, enfeoff and Confirm unto the said

Peter Ragsdale his heirs and assigns all his right, title and claim whatsoever to a certain tract of land lying and situated in the aforesaid County and State in Township Ten Range 3 East, Section Nine, North half of the North East Eighth of the North West quarter, together with all and singular the hereditaments appurtenances thereunto belonging or in any wise appertaining thereunto, To have and hold the said Messuage tenements & hereditaments and all & singular the premises hereby granted and confirmed, Mentioned or intended so to be with these and every of their appurtenances unto the said Peter Ragsdale his heirs & assigns forever, And the said William Adam for himself and his heirs and assigns and Executors and administrators doth Covenant grant and agree to and with the said Peter Ragsdale his heirs and assigns by these presents that the said Peter Ragsdale his heirs & assigns shall & may lawfully from time to time and at all times hereafter peacably & quietly have use & hold and occupy, possess and enjoy the said Messuage land farm and tenements and hereditaments and premises hereby granted & confirmed with their & every appurtenances free clear & fully discharged or well and sufficiently kept harmless and indemnified of from & against any & every other Claim or demand whatever, and bargains sales gifts feoffments dowers & Estates & of from all troubles, charges & incumbrances whatsoever had done or suffered or to be had done or suffered by the said William Adam his heirs & assigns or any other person or persons lawfully claiming or to claim of, from or under him or any of them, In Witness whereof we do hereunto affix our hands & seals this 25th day of October 1833.

Witness John Minor — William W. Adam his mark {Seal}
Elias H. Grimes — Jane X Adam her mark {Seal}

This Indenture of Dower made and entered into this 27th November 1838 between Jane Adam wife of William Adam of the County of Newton, and state of Mississippi of the first part, and Peter Ragsdale of the County of Madison and state aforesaid of the second part, Witnesseth that for and in consideration of the sum of One Dollar to me of the first part to me in hand paid by the said Peter Ragsdale of the second part and I do of my own free will and accord without fear or threats from my husband William Adam forever quit Claim to my right of Dower to the North half of the East half of the South West quarter of Section Nine Township Ten Range Three East, Containing thirty nine acres and 94/100, Situate in Madison County & State of Mississippi to Peter Ragsdale of the second part, and I do by these presents forever Covenant to relinquish and forever quit Claim to all my right of Dower to the said Peter Ragsdale. To have and to hold unto the only use of him, his heirs and assigns forever. — In Testimony Whereof I hereunto set my hand and seal this date above written,

Wm L Pares J.P. {seal} — Jane Adam {seal}

The State of Mississippi } This day personally before me William Adam in the County
Newton County } & state aforesaid William Adam and acknowledged that he signed sealed and delivered the foregoing and within deed to Peter Ragsdale, as his act and deed for the purposes therein mentioned,

November 27th 1838 — Wm. W. Adam his mark

Wm L Pares J.P. {seal}

The State of Mississippi } This day personally appeared Jane Adam wife of
Newton County } William Adam, who being examined separate and apart from her husband and acknowledged that she signed sealed & delivered her relinquishment — Dower of her own free will and accord to Peter Ragsdale without fear threats or compulsion from her husband, or any one else to the within deed foregoing deed this Nov 27th 1838

Wm L. Pares J.P. {seal}

The State of Mississippi } I George Armstrong Clerk of the Probate Court of said County do
Marion County } hereby certify that Wm. L. Paris whose name is subscribed to the
within acknowledgement is at this date an acting Justice of the Peace in and for said
County and as such all Credit & faith are due his official acts as such.

Given under my hand and seal of Office at Decatur
on this 27th Day of Nov. A.D. 1838

{Seal} George Armstrong Clk

John S. Gooch
Deed
Peter Ragsdale } Received for Record 15th & Recorded 17th October 1839

State of Mississippi
Madison County } Know all men by these presents that we John S. Gooch and Martha his wife for and in consideration of the sum of Twelve hundred dollars to us in hand paid the receipt whereof is hereby acknowledged have this day granted, bargained, sold and delivered, and by these presents do grant, bargain sell and deliver unto Peter Ragsdale a certain tract or parcel of land situate as follows viz The South half of the East half of the South East quarter, and the West half of the South East quarter of Section No Nine Township No Ten of Range No Three East in the District of land West of Pearl River subject to entry at Mount Salus. Containing One hundred and twenty acres More or less the title of said land we bind Ourselves our heirs, Administrators and assigns to warrant and defend to said Peter Ragsdale his heirs, Administrators and assigns forever, with all and singular the appurtenances thereunto belonging. In Witness Whereof we have hereunto set our hands and seals this the twenty third day of March Eighteen hundred and thirty seven

Jno. S. Gooch {seal}
Martha Gooch {seal}

The State of Mississippi
Madison County } Personally appeared before the undersigned justice of the Peace in and for said County John S. Gooch and Martha Gooch and acknowledged the written writing to be their act and deed. And the said John S. Gooch acknowledged that he signed sealed and delivered, and desired that the same might be recorded as such according to law, the said Martha being by me examined separate and apart from her said husband, and the contents thereof being first made known to her declared that she did voluntarily, and of her own free Will and accord seal and as her act and deed deliver said Writing without any Coercion or Compulsion of her said husband

Given under my hand and seal this 28th March 1837
Owen VanDacke J.P. {seal}

John W. Cowan
Deed
Archd. McGehee } Received for Record 16th & Recorded 17th October 1839

This Indenture Made this twenty first day of March one thousand Eight hundred and thirty seven between John W. Cowan and Jane his wife of the County of Holmes and State of Mississippi of the first part, and Archibald McGehee of the Town of Hembsville and State of Alabama of the second part — Witnesseth That for and in Consideration of the sum of four hundred and fifty dollars to the said Archibald McGehee in hand paid by the said party of the first part, at and before the sealing and delivery hereof the receipt whereof is hereby acknowledged the said John W. Cowan and Jane his wife have bargained sold and conveyed, and by these presents do bargain, sell and convey to the said Archibald McGehee his heirs and assigns forever all the Estate right, title and interest which the said John W. Cowan and Jane his wife have now or ever had in and to a Certain House and lot situate in the Town of Livingston in the County of Madison and State of Mississippi shown and designated on the Plat of said

Town as Lot Number One in Square Number Eight, also Lot Number Six in Square number Eight, together with all and singular the appurtenances thereunto belonging To Have and to Hold the same unto the said Archibald McGehee his heirs and assigns forever — In Witness Whereof the said John W. Cowan and Jane his Wife have hereunto set their hands and affixed their seals the day and year first above written.

John W. Cowan {seal}
Jane Cowan {seal}

State of Mississippi
Holmes County } Personally appeared before me the undersigned Justice of the Peace in and for said County John W. Cowan who acknowledges he signed sealed and delivered the foregoing Deed on the day and date therein written and for the purpose specified. Also Jane Cowan wife of the said John W. Cowan who being by me examined separate and apart from her said husband says she signed the same voluntarily without the fear threats, coercion or any compulsion on the part of her said husband to compel her to do the same

Given under my hand and seal this 30th day of November 1836

James H. Cooper J.P. {seal}

The State of Mississippi
Holmes County } I Wilson A. Purdom Clerk of the Probate Court of said County do hereby Certify that James H. Cooper who made the foregoing Certificate of acknowledgement is now and was at the time of making the same an acting Justice of the Peace in and for said County, and that full faith and Credit should be given to his official acts as such.

{seal} In testimony Whereof I have hereunto set my hand and affixed my seal of Office at Lexington this 17th day of January 1839

W. A. Purdom Clk

Isham E. Watkins Deed Trust to Robert Shotwell } Received for Record 16th & Recorded 17th October 1839

The State of Mississippi
Lowndes County } This Indenture Made and entered into this 26th day of September in the year of Our Lord One thousand eight hundred & thirty nine By & between Isham E. Watkins of the first part, Robert Shotwell of the second part & Henry Bell of the third part, all of said State & County Witnesseth — That Whereas the said Isham E. Watkins has the day and date aforesaid, made, executed & delivered to the said Henry Bell his Certain four promissory Notes in Writing bearing date each the day and year aforesaid, and each for the sum of Twenty five hundred dollars, One payable the first day of January 1841. Another payable the first day of January 1842, another Payable the first day of January 1843, and the last payable on the first day of January 1844. Now for the purpose of securing the Payment of the said promissory Notes as they respectively fall due as well as for and in Consideration of Ten dollars to him in hand paid at & before the sealing & delivery of these Presents the receipt whereof is hereby acknowledged the said Isaac E. Watkins has granted, bargained and sold and does by these presents grant, bargain & sell unto the said Robert Shotwell his heirs and assigns the following named Negroes to Wit, Henry, Lucky, Rosetta, boy and girl, Edmund, Dinah, Louisa, and Child & Isabella, all slaves for life and now in the Possession of the said Isaac E. Watkins, To Have & to hold the said Negroes unto him the said Robert Shotwell his heirs & assigns forever In Trust, Nevertheless, to and for the following uses and Purposes and upon the following Conditions to Wit, That if the said Isaac E. Watkins shall truly & well

pay and satisfy the said several notes, above specified as they shall respectively fall due together with all interest that may accrue thereon then this deed of Conveyance to be void, upon the payment of the last mentioned Note, But if the said Sam. E. Watkins shall fail or refuse to pay any one or all of the said Notes as each becomes due respectively then in that case it shall be the duty of the said Robert Shotwell the Trustee herein before named at the request of the said Henry Bell after advertisement in some Newspaper published in Madison County Miss. of the time and place of sale for sixty days to sell and expose the said Negroes at Public Sale, or cry, for ready money, or so many of said Negroes as may be sufficient to pay the note or Notes that may be due and unpaid, and to make, execute titles to the said Negroes to the purchaser, and the Proceeds of sale to apply, first to the payment of all Costs, expense of advertisement sale, &c And the balance to apply to the payment of said Notes as the same shall fall due until all are paid, And it is hereby Commented and agreed by, & between the parties hereto that the said Sam. E. Watkins shall remain in Peaceable and quiet possession of said Negroes, until default made in the payment of said Notes or either of them, at which time it shall be the duty of said Trustee to take possession of said Negroes, that the said Sam. E. Watkins shall hold the said Negroes as the agent of said Trustee without account for hire until default made, That the said Henry Bell shall have Power and authority at any time when the said Shotwell shall fail or refuse to act or shall be absent, or in case he should die, to appoint another Trustee under his hand and seal. Who upon the acceptance of said Trust, shall be vested with all the rights, & capacities herein before vested in the said Robert Shotwell as Trustee as aforesaid and subject to the same duties & liabilities,

In Witness whereof the several parties hereto have set their hands and seals the day, & year first above written.

Sam. E. Watkins [Seal]
Robert Shotwell [Seal]
Henry Bell [Seal]

The State of Mississippi
Lowndes County } I Robert D. Harden Clerk of Probate for said County do hereby Certify that Sam. E. Watkins, Robert Shotwell and Henry Bell whose names are subscribed to the foregoing Deed of Trust Personally appeared before me and acknowledged that they signed, sealed and delivered the same on the day and year therein named as their act and deed,

Given under my hand and seal of Office this 10th Day of October A.D. 1839.

[Seal]

R. D. Harden Clerk
By Wm. P. Fuller Dep Clk

Henry Bell
Mortgage
Robert Shotwell } Received for Record 16th & Recorded 18th October 1839
State of Mississippi
Lowndes County } This Indenture made and entered into this fourth day of October in the year of Our Lord, One thousand eight hundred & thirty nine by, & between Henry Bell of the County, & State aforesaid of the first part, & Robert Shotwell of the same place of the other part, Witnesseth that whereas the said Henry Bell died on the sixteenth day of January One thousand eight hundred & thirty nine executed to the said Robert Shotwell certain promissory notes, & a Deed of Mortgage on certain property therein specified, to secure the payment of the same, which said Mortgage was duly recorded in the Probate Clerk's office of Madison County Mississippi in Book of Deeds & Pages 140-141 & 142 all of which facts will more fully appear by reference to said Mortgage, & Whereas the said Bell has also executed to the said Shotwell his Promissory Note of this date, One for five hundred & fifty dollars due on the 1st day of December next, & one for twenty four hundred & fifty five dollars due on the 1st day of January One thousand eight hundred & forty one, each of said notes

being payable to said Shotwell & whereas the said Bell is desirous of making a further and additional security to the said Shotwell for the payment of all of the said Notes in addition to the said Mortgage above mentioned & which said Mortgage is now in force & to remain in full force hereafter until all the liabilities of the said Bell to the said Shotwell are fully paid & satisfied in the manner & on the terms hereinafter stipulated. Now for & in Consideration of the premises & also for & in Consideration of the sum of four dollars by the said Shotwell in hand paid to the said Bell at & before the sealing & delivery of these presents the receipt whereof is hereby acknowledged, as well as for the better securing the payment of the said Promissory Notes as aforesaid, the said Bell has granted bargained sold & conveyed & doth by these presents grant bargain sell & convey unto the said Shotwell his heirs & assigns the following named Negroes Slaves for life to wit Nedby a Man about twenty seven years old, Ned a Man about twenty years old, Dick a Man about thirty three years old, Billy a boy about fourteen years old, Peggy a Woman about thirty years old, Peggy Burgess a Woman about forty years old, Polly Ann a Woman about twenty eight years old, Patience a Woman about twenty four years old, Henry a Man about thirty years old, Lucey a Woman about twenty years old, Peter a boy about seven years old, Punch a boy about ten years old, Crotty a Woman about twenty six years old, Sarah a girl about four years old, Bob about three years old Sally about four years old & Betsey about two years of age - all of which Negroes are now on the Plantation of one Neil Brand in Madison County & State aforesaid, except the man Henry who is at present in Columbus Mississippi. The said Negroes are to be removed as soon as their present engagements expire which will be during this present fall & winter to the plantation which said Shotwell has heretofore sold to said Bell lying and being situated in Madison County & State aforesaid & Mortgaged as aforesaid by said Bell to said Shotwell, there to remain & work in conjunction with the slaves now on said plantation which said Bell purchased of said Shotwell & which are under Mortgage to said Shotwell as aforesaid, until all the liabilities or Promissory Notes aforesaid of said Bell to said Shotwell are fully paid & satisfied - Nevertheless - the said Shotwell agrees on his part that should the said Bell deliver to him the said Shotwell the Proceeds of said Plantation & Negroes annually (which Proceeds are hereby conveyed & set over to the said Shotwell annually as they are produced in the same manner & for the same purposes as the aforesaid Negroes & land) to be in Cotton Bales delivered by said Bell to said Shotwell at some convenient & common shipping Point, which Proceeds however of said land & Negroes must not be less than one hundred & twenty five bales of good Cotton to average not less than four hundred Pounds each - the said Cotton Bales to be shipped by said Shotwell to New Orleans or any other Port he may think best & sold, the net Proceeds of said Cotton thus shipped or sold at home the said Shotwell is to give said Bell Credit for on any of the said Notes of said Bell to said Shotwell, which may be due & unpaid, at the time said proceeds may be received by said Shotwell. The said Shotwell also agrees to renew his demands of said Bell on said Notes which may become due during the ensuing Winter to the Proceeds of said Plantation, or the Crop of Cotton now being gathered on said Plantation, which Crop of Cotton is hereby conveyed & set over to the said Shotwell & the said Bell also agrees to take up as much as three thousand dollars of the liabilities of said Shotwell with Madison T. Moore or David M. Porter as the said Shotwell may hereafter dictate, Now on delivery of the present Crop of Cotton & the settlement of the three thousand dollars of the liabilities of said Shotwell as aforesaid & also on the delivery of the annual Crop of Cotton from the said plantation & Negroes thereafter annually & every year by the 1st day of March - the said Crops not to be less than one hundred & twenty five Bales - then & in delivery of said Cotton & the performance of all the conditions aforesaid the said Shotwell is bound to give said Bell indulgence for any balance of said Promissory Notes that may remain due & unpaid until the next Crop can be made & delivered as aforesaid. The said Bell paying

to said Shotwell the interest that may accrue on such unpaid liabilities always in advance, It is further stipulated that all the Crop of Corn & fodder, Stock of every description now on the plantation aforesaid & Plantation tools, together with every other species of property necessary to said plantation is hereby hypothecated also put over to the said Shotwell for the same purposes as the land & negroes aforesaid are conveyed, and also any similar property which may be put on said premises by said Bell or his agent, hereafter, shall also stand as Mortgaged by these presents to said Shotwell for the payment of said Notes of said Bell to said Shotwell, Provided the said Shotwell shall allow them to remain for the use of said Plantation. This Deed of Mortgage is made by said Bell to said Shotwell as additional security for the payment of said Promissory Notes as aforesaid, to the effect and Mortgage of said Bell to said Shotwell, both of which Deeds of Mortgage are to be taken jointly & to remain in full & equal force until full payment of all the promissory notes are fully made by said Bell to said Shotwell as aforesaid, & the said Shotwell is to be restrained from foreclosure of this & the aforesaid Mortgage as the several promissory Notes aforesaid fall due & remain unpaid by the Performance of the Condition of delivering of the Cotton Bales as aforesaid & the Payment of the sum of three thousand dollars aforesaid & said Notes a More,

In testimony Whereof I the said Bell have hereunto set my hand and affixed my seal on the day & date first above written,

The State of Mississippi
Lowndes County } I Robert R. Harlan Clerk of the Probate Court for said County do hereby Certify that the within named Henry Bell personally appeared before me & acknowledged that he signed sealed and delivered the within & foregoing deed on the day & year therein named as his act and deed,

Given under my hand and seal of Office this 7th Day of October A.D. 1839

{seal}

R. R. Harlan Clerk

Samuel M. Puckett Received for Record 16th & Recorded 18th October 1839

Mortgage
Citizens Bank } This Indenture made and concluded this 17th day of September in the year of our Lord One thousand eight hundred and thirty nine Between Samuel M. Puckett, and his wife Mary Ann of the first part, and the Citizens Bank of Madison County, Mississippi of the Second Part, all of the County and State aforesaid Witnesseth that the said party of the first part, for and in consideration of the sum of One dollar to them in hand paid, as in consideration of the premises hereinafter mentioned have granted, bargained and sold, and by these presents do grant, bargain and sell to the said Citizens Bank of Madison County the said Part of the second Part, the following described Negro Slaves, to wit, Phillip, Brandy Puckett, Minny, Long Isaac Harriet Puckett, Lucian 6 & 3 years of age, Mary Ann three years of age, Martha, Martin Hartman, Celia Ann, Harriet Smallwood, Virgil, Milton, Manuel Pat, Hannah Margaret eight years of age, Phoebe Claiborne, Short Isaac, Dominica, Barney Blue, Ann, Fanny Vicksburg Sally Betsy, Charlotte, John Claiborne, Gabriel eight years of age, Ben, Frank Claiborne, Isabella Claiborne, Johnson South Carolina, Hand (Screwstep) Lee one year old, Hiram, George (Carriage Driver) Cloa (a Cook) Maria house Woman, Miles a house Servant, Lewis a house Servant, Sarah house Servant, Alfred a Barber, Gordon Perry, Byron, Bing, Eliza, Lucinda, Henry ten years of age, Dudley, Mike, Amy, Mike, Celestine, Sophia George's boy, Edy, Charlotte, Malinda, ten years old, Anthony, Dick, Red, Mary, Jo Booker, Malinda, Marinda one year of age, Berry, Harriet Beaumont, Almeda, Ted, Fanny Gilbert, Julia, Washington ten years old, Gilbert, Bowman, Nancy, Henry Knight, Nicey, Jason George, Binny, Phebe Tall, Randall, Milly, Laura Ann, six years of age, Cyrus three years old, Jenny South Carolina, Jemmy

Rosanna, Ann Mary, one year old. Fanny Crockett, George one year of age, Eskew Reed, Nancy John Mack, Robin, Jo Johnson, Rachel, Sarah, Jordan ten years old, Tom Brown, Hector Isabella twelve years of age, Poggy ten years old, Patience eight years of age, Ben four years of age, Easter, Quash, Harriet, Rochester, Maggy Polly, Cary twelve years of age, Mezekiah Oliver Eight years of age, Rachel a child, Scott eight years old, London, Lucinda Gray Fall Ellick, Lucy, Lucinda Baker, Prince, Kit Smith, Edmond eight years old, John Walker Mary, Amanda one year old, Charles, Ann Fall, Sally Hunt Emmise, Clem a Blacksmith Patsey, Frank Gladstone, Andrew, Sherrick Burton, Dave, Epsy and Child named Matilda Poggy, Gaines eight years old, And also the following Negroes who were sold at Sheriffs sale in Canton in the County aforesaid in the year 1839 as the property of Keightly Sanders, and purchased by the said party of the first part, to wit Crease, Celia, and three Children, Jack, Minor, Lock, Mary Sylvia, Pressy and her three Children, And also the following Property, one family Carriage, two pair of Match horses, and one Buggy horse, Waggons and teams, Mules and horses, now on the Pearl Dale Plantation belonging to the party of the first part, and also the following tracts and Parcels of land lying being and situate in the County aforesaid to wit, The South half of the North East eighth of section seven, in Township Five of Range four East, Containing forty acres, The East half of South East quarter of same section Township and Range, Containing Eighty acres, The West half of North West quarter of Section Eight in Township Five of Range four East, Containing Eighty acres, The South West quarter of Section Eight in Township Five of Range four East, containing One hundred and sixty acres, the North half of South East Eighth of Section eight in Township Five Range four East, Containing forty acres, together with all other lands adjoining thereto, and formerly owned by Keightly Sanders including the whole of the Plantation of said Sanders, improvements thereon he resided on the 15th April 1839 Containing by estimation five hundred and sixty acres be the same More or less. Also Section twenty nine and the West half of the North West quarter, and South West quarter, and North half of the East half of the South West quarter of Section Twenty Eight, and the North East quarter of Section Thirty, the North East quarter, and the East half of the South East quarter of Section Thirty two, in Township Eight in Range three East. Known by the name of the Hickory Barren tract, and also the West half of Section twenty One, the West half, East half, and South East quarter of Section Twenty, and the South West quarter of Section Seventeen, the East half of the North East quarter, and the East half of the South East quarter of Section Eighteen in Township Eight Range three East, and known by the name of the Drew tract, together with the hereditaments and appurtenances thereunto belonging or in any wise appertaining and the rents and Profits hereafter arising from said tracts of land, and the increase of all the Negroes, horses before granted, together with the hire of all said Negroes not employed in Cultivating said tract or tracts of land. To Have and to Hold all and singular the personal and real Estate hereinbefore granted with the Privileges and appurtenances thereof to the said party of the Second part, their Successors and assigns in Fee Simple to them only use and behoof forever, And the said Samuel M. Crockett for himself his Executors and administrators, all and singular the said goods and Chattels lands and tenements, by these presents herein before granted & and every of them unto the said party of the Second part their Successors, assigns, and against all and every other person or persons whatsoever imbituting a lawful Claim shall and will Warrant and Forever Defend, by these Presents, Provided however, and this Deed is on the following Condition that if the said Samuel M. Crockett his heirs Executors, administrators or assigns or any of them shall well and truely pay or cause to be paid to the Party of the second part, their Successors or assigns on or before the 7th day of December next ensuing the sum of Eighteen Thousand dollars, bearing lawful interest from the 18th April 1839 the balance due upon a Promissory Note

executed by S. M. Puckett, W. S. Coffee and W. P. Coleman for the sum originally of twenty six thousand eight hundred & ninety nine dollars & twenty five cents, dated April 18th 1838, due April 18th 1839 payable to the Citizens Bank of Madison County, upon which Note Suit has been instituted and is now pending in the Circuit Court of Rankin County. And Provided also the said Samuel M. Puckett his heirs, administrators Executors or assigns or any of them shall well and truly pay or cause to be paid to the party of the second part their Successors or assigns, on or before the 17th day of September next succeeding the date hereof, a certain Promissory Note executed by the said Samuel M. Puckett, W. H. Washington, W. H. Shelton, J. S. Coffee and W. P. Coleman — for the sum of Forty two thousand six hundred and forty six dollars, payable to the Citizens Bank of Madison County (the said Party of the second Part) bearing even date with these presents and due the 17th day of September, in the year One Thousand Eight hundred and forty-Nine, and in such case, these Presents and every matter and thing herein Contained shall cease, determine and be utterly void, any thing herein Contained to the Contrary thereof, in any wise notwithstanding, otherwise shall remain in full force, And it is covenanted and agreed between the said parties that until default shall be made in the payment of the aforesaid sum of Fifteen thousand dollars with interest as aforesaid and the sum of Forty two thousand six hundred and forty six dollars, or either of them it shall be lawful for the said Samuel M. Pucket and his heirs Executors & to have hold and enjoy and retain in his Possession and use the goods and Chattels, lands and tenements above bargained and Mortgaged without the hinderance or interruption of the said party of the second part or their assigns — And I the said Mary Jane the Wife of the said Samuel M. Puckett as well for the Consideration aforesaid as for the sum of One Dollar to me paid by the Party of the second part, the receipt whereof I do hereby acknowledge, do hereby grant, remise and release unto the said party of the second part all the right, title and Claim of dower, which I have or may or can have in and to the above granted premises,

15000
42646

In testimony Whereof I the said Samuel M. Puckett and my wife have hereunto set our hands and seals. Date first above written, Interlined before signed,

S. M. Puckett {L S}
Mary Jane Puckett {L S}

State of Mississippi
Madison County } This day personally appeared before me Charles Moore a Justice of the Peace for said County the within named Samuel M. Puckett and acknowledged that he signed sealed and delivered the within Deed of Mortgage to the Citizens Bank of Madison County Mississippi on the day year & for the purposes therein mentioned, Also appeared before me Mary Jane Puckett Wife of said Samuel M. who being first examined by me privately & separate & apart from her husband declared that she signed sealed and delivered the said Deed of Mortgage freely & voluntarily as her own free act and deed, without the fear threats or Compulsion of her husband, all which is hereby Certified.

Given under my hand & seal this 18th day of October AD 1839

Charles Moore J. P. {Seal}

Samuel Holloway
Deed
Richard A. Tetwell } Received for Record 16th & Recorded 22nd October 1839

This Indenture Made and entered into this Seventh day of October A D 1839 Between Samuel Holloway and Caroline Holloway his wife of the first part, and Richard A. Tetwell 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 Twenty four 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 acknowledged, Have this day granted, bargained sold Conveyed and Confirmed, and by these presents do grant bargain, sell alien enfeoff Convey and confirm unto the said party of the second part his heirs and assigns forever the following described tract or Parcel of land Situated lying and being in the County of Madison and State of Mississippi. Known and designated in the Plat of Survey in and for the Choctaw District of said State as the East half of the South East quarter of Section Thirty four, the West half of South West quarter of Section Thirty five of Township Ten, Range Two East, the East half of North East quarter of section Three Township Nine Range Two East, the South half of East half of South West quarter of Section Thirty five Township Ten Range Two East North half of East half of South West quarter of Section Thirty five Township Ten Range Two East, West half of South East quarter of Section Thirty four Township Ten Range Two East Containing in all Four hundred 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 And the said Party of the first part hereby Covenant and agree to and with the said Party of the second Part his heirs and assigns that they are well seized in fee of the aforegranted Premises, that they have good right to sell and Convey the same as aforesaid that the said Premises are Conveyed free and Clear of all incumbrances, and that they will and their heirs Executors and Administrators shall forever warrant and defend the title to the above described Premises with the appurtenances unto the said Party of the second Part his heirs Executors Administrators and assigns against the Claim or Claims legal or Equitable of all and every Person Persons whomsoever Claiming or to Claim the same or any Part thereof,

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

Samuel Holloway {seal}
Caroline Holloway {seal}

The State of Mississippi
Madison County ss } Personally appeared before me John T. Cameron Clerk of the Probate Court of said County the above named Samuel Holloway and Caroline 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 Caroline wife of said Samuel Holloway 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 the fear threats or Compulsion of her said husband on the day and year aforesaid.

Given under my hand and seal of Office at Canton this 16th day of October A.D. 1839

{Seal}

John T. Cameron Clerk

Phillips Mumy & Starr
Deed
Peter Ragsdale

Received for Record 17th & Recorded 23d October 1839

Madison County
State of Mississippi } This Indenture made and entered into between Phillips Mumy & Starr of the One Part, and Peter Ragsdale of the other part Witnesseth that the said Party of the first Part in and for the Consideration of the Sum of One hundred and fifty dollars hath bargained sold aliened enfeoffed and Confirmed unto the said party of the second Part, all their right title and Claim to a tract of land lying and Situate in the County and State aforesaid and known as the West ½ S.W¼ and South ½ E½ S.W¼ of Section No 9 Township No 10 Range 3 East, together with all the tenements and hereditaments thereunto appertaining

To have hold use occupy and Possess unto the said Party of the second Part, forever, and the said Party of the first part, for themselves, heirs assigns and Executors are bound to warrant and defend the said land, tenements and hereditaments unto the said party of the second part against all Claims and demands, and against all Dowers Charges and encumbrances forever— In testimony Whereof we do hereunto affix our hands and seals this the 28th day of June 1834

Test

William Joiner J.P. {seal}

Phillips Munnz Starr {seal}

The State of Mississippi } Personally appeared before me William Joiner an acting Justice of
Madison County ss } the Peace in and for said County, Henry Phillips in behalf of the firm of Phillips, Munnz Starr, and acknowledged that he signed sealed and delivered the within deed on the day and year therein Mentioned as the act and deed of said firm

Given under my hand and seal this 28th day of June A.D. 1834

William Joiner J.P. {seal}

W. B. Oglesby Mortgage G. S. Oglesby

Received for Record 17th & Recorded 23rd October 1839

Know all Men by these Presents, that I Wabourn B. Oglesby of the County of Madison and State of Mississippi in Consideration of the sum of Seven hundred Dollars to me paid by George S. Oglesby of the County of Lee and State of Georgia the receipt whereof I do hereby acknowledge, do hereby give, grant, bargain, sell and convey unto the said George S. Oglesby his heirs and assigns forever, a certain Piece or Parcel of land lying and Situate in the County of Madison and State of Mississippi to Wit, Beginning one Pole South Eleven degrees West from a Hickory and two Black Jacks and the South West Corner of the North East quarter of Section Eighteen Township Nine Range Nine East, thence North Eighty two and one half degrees East, Eighty Poles to a Stake, thence South Eleven degrees West forty Poles to a stake, thence South Eighty and one half degrees West Eighty Poles to a small East Oak Bush at the road leading from Canton to Moores Bluff and Boles Ferry, thence North eleven degrees East along the road to Boles Ferry forty Poles to the Beginning containing Seventy acres More or less together with all the Privileges and appurtenances to the same in any wise appertaining and belonging; To have and to hold the same to the said George S. Oglesby his heirs and assigns to his and their use and behoof forever; And I the said Wabourn B. Oglesby for my self, My heirs Executors and Administrators do Covenant with the said George S. Oglesby his heirs and assigns that I am lawfully seized in fee of the aforegranted Premises, that they are free from incumbrances, that I have good right to sell and convey the same to the said George S. Oglesby as aforesaid and that I will and my heirs Executors shall warrant and defend the same to the said George S. Oglesby his heirs and assigns forever against the lawful Claims and demands of all Persons; The Condition of the foregoing Deed is such for that Whereas the said Wabourn B. Oglesby has executed to the said George S. Oglesby his promissory Note bearing even date with this deed for the sum of Seven hundred dollars Payable on the first day of December in the year of our Lord One thousand Eighty hundred and thirty Nine and bearing interest from date, Now if the said Wabourn B. Oglesby his heirs Executors or administrators shall pay unto the said George S. Oglesby his Executors, administrators or assigns, the said sum of Seven hundred dollars in the said promissory Note Mentioned with lawful interest on or before the first day of December in the year of our Lord One thousand Eighty hundred and thirty nine then this Deed shall be void Otherwise shall remain absolute;

In testimony I have hereunto set my hand & seal, signed

Sealed and delivered this 16th day of October 1839

Osborne B. Ogleby [L.S.]

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 Osborne B. Ogleby who acknowledged that he signed sealed and delivered the foregoing Deed on the day and year and for the purposes therein mentioned as his act and deed.

Given under My hand and seal of Office at Canton this 17th day of October A.D. 1839

{seal}

John T. Cameron Clerk

Samuel Ragsdale } Received for Record 19th & Recorded 23rd October 1839
to
Archd. McGehee } This Indenture made and entered into this second day of May anno Domini One thousand Eight hundred and thirty Nine Between Samuel Ragsdale and Mary T. Ragsdale his Wife of the County of Monroe and State of Mississippi of the first part and Archibald McGehee of the County of Madison & State of Alabama of the second Part. Witnesseth, that for and in Consideration of of the sum of six thousand five hundred and fifty eight dollars in hand paid by the said Archibald McGehee of the second Part, to the said Samuel Ragsdale & Mary T. Ragsdale of the first part, the receipt whereof is hereby acknowledged the said Samuel Ragsdale & his Wife Mary T. Ragsdale have this day bargained and sold unto the said Archibald McGehee his heirs and assigns forever the following described tracts or Parcels of land lying and being in the County of Madison & State of Mississ. in it being the East half of South West quarter, and the West half of the North East quarter of Section Thirty three Also the East Half, and East half of North West quarter, and South West quarter of North West quarter, also East half of South West quarter of Section Twenty eight. also South half, and West half of North West quarter of Section Twenty seven, Township Five North of Range five East, Containing in all One thousand and Ninety three acres. To have and to hold the above tracts or Parcel of land unto the said Archibald McGehee of the second Part his heirs and assigns forever with all and singular the appurtenances hereditaments in any wise appertaining or in any wise belonging, and we the said Samuel Ragsdale and Mary T. Ragsdale of the first Part do forever warrant and defend the title of the before described tracts of lands against the lawful claim of all and every Person We also warrant the same free from all incumbrances in Words of general Warrantee, Deed in fee Simple. To have and to hold unto the said Archibald McGehee of the second Part, him his heirs Executors or administrators and assigns forever with all the emoluments rents and Profits except the rent for the present year 1839, and we the said Samuel Ragsdale is to place the said Archibald McGehee in Possession of the said tracts of land, and to secure to him the Possession of the Same, with all the appurtenances thereunto belonging

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

Test G. W. Coopwood,
D. U. Ragsdale
S. C. Davidson

Samuel Ragsdale {seal}
Mary T. Ragsdale {seal}

The State of Mississippi
Madison County ss } Personally appeared before me John T. Cameron Clerk of the Probate Court of said County the above named Samuel Ragsdale 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 15th Day of October A.D. 1839

{seal}

John T. Cameron Clerk

The State of Mississippi } Personally appeared before me John T. Cameron Clerk of the Probate
Madison County } Court of said County A. G. Davidson one of the subscribing witnesses
to the forgoing Deed who being duly sworn deposed and said that he saw Mary T. Rapsdale
whose name is subscribed thereto, sign seal and deliver said Deed on the day and year
therein mentioned, that he then deponent with the other subscribing witnesses
signed the same as such in presence of each other and in presence of said Mary
T. Rapsdale on the day and year therein specified.

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

{seal}

John T. Cameron Clerk

H. A. Foster } Received for Record Octo 19th & Recorded Oct 24th 1839
Mortgage
Gastley & Davis }

Whereas William Gastley and Robert V. Davis have jointly with me and for my benefit signed three Promissory Notes, payable to the Commercial Bank of Natchez at their Branch in Canton - One for the sum of Six hundred dollars dated 8th of February 1839 and payable 12 Mos. after date, One for One Thousand dollars dated 12th February 1839 and payable twelve Months after date - and One for Eight hundred Dollars dated 25th March 1839 and Payable 12 Months after date, which said Notes are to take up and renew three other notes discounted at said Bank for my benefit, and being willing and intending to secure said Gastley and Davis from all loss and risk by them incurred in Consequence of signing the same, and for any renewal of the same which may hereafter be made, Now Therefore in Consideration of the Premises and of the Sum of One Dollar to me in hand paid before the sealing and delivery of this Bill of Sale, I Henry A. Foster of Madison County State of Mississippi have bargained and sold and by these Presents do bargain sell and assign unto the said William Gastley, and Robert V. Davis the following Negroes Slaves for life to Wit, Archy, Sashia, Louisa, Edmund, Simon, Roland, Nancy and William, which five last are the Children of Louisa, Provided however, and the intent of this Conveyance is that I shall retain Possession of the said Negroes and shall fully and freely use and enjoy the same, and be entitled to all the Proceeds of their labor until if I shall well and truly pay the aforesaid Notes, or the Notes which may hereafter be given for the renewal of the same, and shall lawfully and justly save harmless the aforesaid Gastley and Davis, from all Damage and risk by them incurred in Consequence of signing the same, then this Conveyance is to become Void otherwise to remain in full force and effect,

In testimony Whereof I have hereunto set my hand and seal this 12th day of September 1839.

Signed sealed and delivered in presence of }
A. A. Ringgold } H. A. Foster {seal}

State of Mississippi } Personally appeared before me M. C. Cayce Esquire an acting
Madison County } Justice of the Peace in & for the County aforesaid the above
named H. A. Foster who acknowledged that he signed sealed & delivered the forgoing
Deed on the day & year therein mentioned as his act & deed.

Given under my hand & seal this Twelfth day
of October A.D. 1839

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

S. M. Flournoy Sheriff Received for Record 21st & Recorded 24th October 1839

Deed

A. H. Dinkins | This Indenture made and entered into this 21st day of Oct Anno Domini One thousand Eight hundred and thirty Nine. Between Samuel M. Flournoy Sheriff of Madison County Mississippi of the first part, and A. H. Dinkins of the second part, Witnesseth that Whereas Judgement was rendered by the Circuit Court of the County of Hinds aforesaid against Henry Green in the following Case, viz at the July Term 1837 of said Court, in favor of Thomas Handley for $4979.42 with interest at the rate of eight per Cent per annum from date until Paid and Cost of suit, And whereas Writ of Fieri Facias issued from the office of the Clerk of Circuit Court aforesaid directed to the Sheriff of Madison County aforesaid. Commanding him that of the goods and Chattels lands and tenements of the aforesaid Henry Green he Cause to be made the sum of Money mentioned in said Writ of Fieri Facias to render to the said Plaintiff at the Fall Term 1839 of said Court, and the said Sheriff in Conformity of the Command of said writ Proceeded on the 27th day of July A.D. 1839. to levy the aforesaid Writ of Fieri Facias on the following described tract or Parcel of land as the Property of the aforesaid defendant, lying and being in the County of Madison aforesaid Known as the East half of the South East quarter of Section twenty Eight, and the West half of the South East quarter of Section twenty seven all in Township Ten Range five East, Containing by estimation 160 acres be the same More or less. and the said Sheriff Proceeded to advertise the same for thirty days Previous to the 21st day of October A.D. 1839 in the Madison Whig Advocate a Public Newspaper Printed in the Town of Canton Miss. the aforesaid land for sale at the Court House door in the Town of Canton aforesaid, and the said Samuel M. Flournoy Sheriff as aforesaid also Proceeded on the 21st day of October A.D. 1839 to offer the same for sale at the Court house door aforesaid to the highest bidder for Cash and A. H. Dinkins appeared and bid Thirty three and one half 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 thirty three and one half 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 Bargain sell and Convey to the aforesaid A. H. Dinkins, all the right title interest and Claim of the aforesaid Green 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 Green his heirs executors and administrators.

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

S. M. Flournoy Sheriff {seal}

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

Given under my hand and seal of office at Canton this 21st Day of October A.D. 1839
John T. Cameron Clerk

{seal}

A. H. Dinkins Deed to Samuel Ragsdale } Received for Record 21st & Recorded 24th October 1839

This Indenture of bargain and sale made and entered into this 21st of October 1839 between Alexander Hamilton Dinkins of the County of Madison and State of Mississippi of the first part, and Samuel Ragsdale of the County of Monroe & State aforesaid of the second part, Witnesseth that for and in consideration of the sum of six hundred dollars to me in hand paid by the said Samuel Ragsdale of the second part the receipt whereof I do hereby acknowledge. I have this day bargained and sold unto the said Samuel Ragsdale of the second part, the East half of the South East quarter of Section twenty eight and the West half of the South East quarter of Section Seventy seven all in Township Six and Range five East, and situate in Madison County & State aforesaid, and I do by these presents warrant and defend the title of the before described tracts of land free from all the claim or claims of me myself & my Executors or administrators and assigns, and I also warrant and forever warrant and defend the same against the claim of all and every person claiming from any title derived from by through or under me so far as a quit claim can extend. To have and to hold unto the said Samuel Ragsdale of the second part his his heirs and Executors or administrators or assigns so far as a quit claim can extend, with all and singularly the appurtenances thereunto belonging in fee simple forever.

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

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

Alex. H. Dinkins {Seal}

{Seal}

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

John F. Cameron Clerk

S. M. Flournoy Shff Deed to Elizabeth F. Russell } Received for Record 21st & Recorded 24th October 1839

This Indenture made and entered into this 21st day of October Anno Domini One thousand eight hundred and thirty nine, Between Samuel M. Flournoy, Sheriff of Madison County Mississippi of the first part and Elizabeth Frances Russell of the second part, Witnesseth that Whereas Judgement was rendered by the Circuit Court of the County of Madison aforesaid against James R. Russell & Sureties, in the following Case viz, at the April Term 1838 of said Court at the suit of F. R. Southworth for the sum of $5147.77/100 with interest at the rate of Eight per cent per annum, from date until paid and cost of suit, and Whereas Writ of Fieri Facias issued from the office of the Clerk of a 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 James R. Russell & Sureties he cause to be made the sum of Money Mentioned in said Writ of Fieri Facias to render to the said Plaintiff 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 tenth day of August A.D. 1839 to levy the aforesaid Writ of Fieri Facias on the following described tract or parcel of land as the Property of the aforesaid Defendant, lying and being in the Town of Madisonville in the County of Madison aforesaid designated on the Plan of

said Town as Lot No One hundred and twelve fronting Main Street, containing about four acres, and Lot No Five fronting Main Street and running back with Pearl Street One hundred feet, and the said Sheriff proceeded to advertise the same for thirty days previous to the 21st day of October A.D. 1839 in the Madison Whig Advocate, a Public Newspaper printed in the Town of Canton Miss. the aforesaid land for sale at the Court house door in the Town of Canton aforesaid, and the said Samuel M. Flournoy Sheriff as aforesaid also proceeded on the 21st day of October A.D. 1839 to offer the same for sale at the Court house door aforesaid to the highest bidder for Cash and Elizabeth Frances Russell appeared and bid Ten Dollars, which was more than any other person did or would bid. Now, Therefore for and in Consideration of the aforesaid sum of Ten 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 Elizabeth Frances Russell all the right, title interest and claim of the aforesaid James R. Russell 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 James R. Russell his heirs executors and administrators — In testimony whereof I have hereunto set my hand and affixed my seal the day and year first written

S. M. Flournoy Sheriff {seal}

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

{Seal} Given under my hand and seal of office at Canton
this 21st day of October A.D. 1839

John T. Cameron Clerk

Samuel M. Flournoy
Deed
Robt Shotwell } Received for Record 1st & Recorded 15th November 1839
State of Mississippi
Madison County } Know all men by these presents that we
Samuel M. Flournoy & Minerva A. his wife of the County & State aforesaid have this
day for and in consideration of the sum of thirteen hundred and fifty
dollars to us in hand paid the receipt whereof is hereby acknowledged
sold, and by these presents do sell and deliver unto Robt Shotwell of the
County & State aforesaid, all our right, title, claim and interest in and to
Lot No 148 & 153 in Square No 7 in the Town of Madisonville in the County &
State aforesaid, the title of said Lots we hold ourselves, our heirs & assigns
to warrant and defend unto the said Robt Shotwell his heirs and assigns
forever, Witness our hands and seals this 27th day of February 1836

Saml M. Flournoy {seal}
Minerva A. (her mark) Flournoy {seal}

The State of Mississippi }
Madison County } Personally appeared before me James Poindexter
an acting Justice of the Peace in and for said County, the within
named Samuel M. Flournoy and Minerva A. his wife who acknowledge that they signed, sealed and delivered the within Deed on the day and year therein named as their act and deed for the purposes therein expressed, and the said Minerva A. wife of said Samuel M. Flournoy being by me examined separate and apart from her said husband

and the contents thereof being made known to her acknowledged that she signed sealed and delivered said deed as her voluntary act and deed freely and of her own accord, and without the fear threats or compulsion of her said husband on the day and year and for the purposes therein specified.

Given under my hand and seal this the 14th day of August AD 1839

James Priestley J.P.

Mt. S. McKie Received for Record 2nd & Recorded 15th November 1839

Mortgage
Robt Shotwell

This Indenture made and entered into this first day of November One thousand Eight hundred & thirty nine by & between Michael S. McKie & Margaret his wife of the County of Madison & State of Mississippi of the one part & Robert Shotwell of the County of Lowndes & State aforesaid of the other part Witnesseth that Whereas the said Michael S. McKie hath the day of the date hereof made & executed unto the said Robert Shotwell his two certain Promissory notes bearing even date with these presents the first of said Notes being due on the fifteenth day of October one thousand eight hundred & forty one (1841) for the sum of two hundred & eighty dollars the second of said Notes being due on the fifteenth day of October one thousand eight hundred & forty two (1842) for the sum of Two thousand eight hundred dollars, each of said notes being made payable to the order of Roland Shotwell and Whereas the said Michael S. McKie is desirous of securing the faithful payments of the said Promissory Notes on the days & dates specified for the payment thereof. Now for in consideration of the premises & also for in consideration of the sum of five dollars by the said Robert Shotwell in hand paid to the said Michael S. McKie at & before the sealing & delivery of these Presents the receipt whereof is hereby acknowledged, as well as for the better securing the payment of the said Promissory Notes as aforesaid, the said Michael S. McKie & Margaret his wife hath granted bargained sold & conveyed & by these Presents grant bargain sell & convey unto the said Robert Shotwell his heirs & assigns all that certain tract or Parcel of land situate lying & being in the County of Madison and State aforesaid & known & distinguished in the Plan of Survey as the West half of the South East quarter & the North half of the East half of the South West Quarter of Section Number Thirty four in Township Number Ten of Range Number four East, the West half & the South half of the East half of the North East quarter & the East half of the North ~~West~~ quarter & the North half of the East half of the South West quarter of Section Number Three in Township Number Nine of Range Number four East, Containing four hundred & fourteen acres More or less, it being the Premises on which the said McKie now lives; To Have & to hold the said tract or Parcel of land unto him the said Robert Shotwell his heirs & assigns together with all & singular the rights & appurtenances thereunto belonging or in any wise appertaining forever in Fee Simple; It is Hereby Covenanted between the Parties to this Indenture that the said Michael S. McKie shall be allowed to remain in peaceable possession of the aforesaid premises & entitled to all the rents & revenues arising from the same until default is made in the Payment of the Promissory Notes aforesaid Nevertheless if the said Michael S. McKie shall truly & fully pay unto the said Robert Shotwell his heirs & assigns the aforesaid Promissory Notes on the days & dates therein specified & appointed for the Payment thereof then this Deed of Mortgage to be totally void. Otherwise to remain in full force & effect.

In testimony whereof we the said Michael S. McKie

& Margaret their wife have hereunto set our hands & seals on the day & date first above written

M. A. McRae [Seal]
Margaret McRae [Seal]

State of Mississippi
Madison County } Personally appeared before me James M. Baker an acting Justice of the Peace for said County M. A. McRae who acknowledged that he signed sealed and delivered the foregoing Indenture as his act and deed on the day & year therein written, at the same time came before me Margaret McRae the Wife of M. A. McRae who being by me examined separate and apart from her said husband acknowledged that she signed sealed and delivered the foregoing Indenture voluntarily and without fear threats or reward of her said husband on the day and year therein written. Given under my hand and seal this 2nd Day of November 1839

James M. Baker J.P. [Seal]

Eli B. Warren
Deed
Robt Shotwell } Received for Record 8th & Recorded 15th November 1839

This Indenture made this twenty eighth day of October in the year of our Lord one thousand eight hundred and thirty nine between Robert Shotwell of the County of Lowndes and State of Mississippi of the one Part, and Eli B. Warren and Alice his wife of the County of Madison & State of Mississippi of the other Part. Witnesseth that the said Eli B. Warren and Alice his wife for and in Consideration of Twenty thousand dollars to them in hand paid the receipt whereof is hereby acknowledged have granted, bargained sold and delivered and by these Presents do grant, bargain sell and deliver to the said Robert Shotwell the undivided half of the following described lands (to Wit) The East half of Section No fourteen, the West half of the North West quarter of Section No thirteen (the North East quarter of Section No Twenty three,) the North West quarter of Section No twenty four. (the West half of the North West, and the West half of the South West quarter of Section No Twenty five) the East half of the North East quarter of Section No twenty six, and the East half of the North East quarter of Section No thirty five (all situated in Township No Ten of Range No five East of the lands in the Columbus land District and State of Mississippi it being the Premises the said Warren now resides on the other half being owned by Henry Bell) To Have and to hold the above described land together with all the appurtenances thereunto belonging unto the said Robert Shotwell his heirs and assigns forever, and the said Eli B. Warren and Alice his Wife do hereby agree to warrant and defend the right of the said land unto the said Shotwell against the Claims of themselves their heirs and assigns and against the Claims of all and every Person or Persons whatsoever And the said Eli B. Warren and Alice his wife do also bargain sell convey and deliver unto the said Robert Shotwell in Part of the same Consideration their undivided half of all the Negroes and their increase which the said Shotwell heretofore sold to the said Shotwell heretofore sold to the said Warren & John S. Gooch. the other half of which Negroes are now owned by Henry Bell and are on the lands & Premises above described, together with all the Stock of Horses, Cows Hogs, Oxen Waggons, Plantation Tools, Crop of Corn and Cotton together with every species of Property & Provisions which belong in any manner to the aforesaid Premises - and the said Eli B. Warren & Alice his wife do agree to warrant & defend the right of said Negroes & Personal Property to the said Robert Shotwell his heirs & forever, It is expressly agreed & understood by the Parties to this Indenture that all the Real and Personal Property hereby Conveyed unto the said

Shotwell shall stand pledged to the said Eli B. Warren for the ultimate & final payment of an obligation to deliver Cotton as therein specified, which the said Shotwell has this day executed to the said Warren & on the compliance of the part Shotwell with the conditions of the said obligation the aforesaid described Negroes & Personal Property shall be released from all liability to said Warren & this to be a perfect & absolute deed in fee simple to the said Property.

In testimony of the foregoing Indenture we the said Eli B. Warren & Alice his wife have hereunto set our hands and seals the day and date first above written

Signed sealed & delivered in presence of }
H. Rogers
M. A. Young

E. B. Warren {seal}
Alis Ann Warren {seal}

The State of Mississippi } Personally came before the undersigned an acting justice of
Madison County } the Peace in & for said County the within named Alis Ann Warren wife of said Eli B. Warren who acknowledged that she signed sealed and delivered the foregoing deed of conveyance as her act & deed and being by me examined separate & apart from her said husband says that she executed the same freely voluntarily and without fear threat or compulsion of her said husband for the uses & purposes therein named the day & year written

Given under my hand & seal this 31st October 1839

Oliver H. P. Davis {seal}
Justice of the Peace

The State of Mississippi }
Madison County ss } Personally appeared before me John T. Cameron Clerk of the Probate Court of said County H. Rogers one of the subscribing witnesses to the foregoing deed who being duly sworn deposed and said that he saw Eli B. Warren whose name is subscribed thereto sign seal and deliver said deed on the day and year therein mentioned. Said he this deponent together with M. A. Young the other subscribing witness to said deed signed their names as witnesses thereto in presence of said Warren and in presence of each other on the day and year aforesaid,

Given under my hand and seal of Office at Canton this 8th day of November A.D. 1839

John T. Cameron Clerk

Nathan. B. Whitehead Mortgage
Robert Shotwell } Received for Record 11th & Recorded 15th November 1839

This Indenture made and entered into this Eleventh day of November in the year of our Lord one thousand eight hundred & thirty nine by & between Nathan B. Whitehead of the County of Madison & State of Mississippi of the first part & Robert Shotwell of the County of Lowndes & State aforesaid of the other part, Witnesseth that whereas the said Nathan B. Whitehead hath the day of the date hereof made & executed unto the said Robert Shotwell his three certain several Promissory notes bearing even date with these presents the first of said Notes due on the first day of January Eighteen hundred & forty one & for the sum of five hundred & seventy seven 70/100 dollars the second of said Notes due the first day of January Eighteen hundred & forty two & for the sum of twenty nine hundred dollars, the third & last of said Notes due on the first day of January Eighteen hundred & forty three & for the sum of twenty seven hundred dollars, all & each of said notes being made payable to the said Robert Shotwell or bearer, and whereas the said Nathan B. Whitehead is desirous of securing the faithful Payment of the said several Promissory Notes on the days & dates therein specified

for the Payment thereof, Now for in Consideration of the Premises & also for & in Consideration of the sum of Ten Dollars by the said Robert Shotwell in hand paid to the said Nathan B. Whitehead at & before the sealing & delivery of these Presents the receipt whereof is hereby acknowledged as well as for the better securing the Payment of the said Promissory Notes as aforesaid, the said Nathan B. Whitehead hath granted, bargained sold & conveyed & doth by these Presents grant, bargain, sell & convey unto the said Robert Shotwell his heirs & assigns all that Certain tract or Parcel of land situate lying & being in the County of Madison & State aforesaid & known & distinguished in the Plan of Survey as the North West quarter of Section No Eleven, the East half of the North East quarter of Section No Eleven, the West half of the North East quarter of Section No Eleven, the West half of the South East quarter of Section No Eleven the North half of the East half of the South West quarter of Section No Eleven, the North half of the West half of the South West quarter of Section No Eleven all in Township No Nine of Range No four East, Also the South East quarter of section No Ten, the North East quarter of Section No Ten & the East half of the North West quarter of Section No Ten all in Township No Nine of Range No four East, Also the South half or the West half of the South West quarter of Section No Three, the East half of the South East quarter of Section No Three & the West half of the South East quarter of Section No Three all in Township No Nine of Range No four East, Also the West half of the North West quarter of Section No Twelve in Township No Nine of Range No four East, Also the East half of the South East quarter of Section, No Eighteen in Township No Nine of Range No five East, Containing in all Thirteen hundred and forty seven acres more or less it being the land on which the said Nathan B. Whitehead now lives, To Have & to Hold the said tract or Parcel of land unto him the said Robert Shotwell his heirs & assigns together with all and singular the rights Members & appurtenances thereunto belonging or in any wise appertaining forever in Fee Simple Nevertheless if the said Nathan B. Whitehead shall well and truly Pay or Cause to be paid unto the said Robert Shotwell his heirs and assigns the aforesaid several Promissory Notes on the days & dates therein specified & appointed for the Payment thereof then this Deed of Mortgage to be null & void otherwise to remain in full force & effect, — In testimony Whereof the said Nathan B. Whitehead hath hereunto set his hand & affixed his seal on the day & year first above written,

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

N. B. Whitehead {seal}

Given under my hand and seal of Office at Canton this 11th day of November A.D. 1839
John T. Cameron Clerk

{seal}

The State of Mississippi
Madison County } Filed and entered on this the 16th day of November and forever discharge the property herein mentioned and described from all the lien of this Mortgage in the records of Madison County

M. Carruthers Clerk
Deed

Received for Record & Recorded November 16th 1839

James Walker } This Indenture made and entered into this Seventeenth day of May in the year of our Lord Eighteen hundred and thirty nine between Madison Carruthers and Anna Maria Bowen his wife and Richard Stokes of the City of New Orleans State of Louisiana and Adlai O. Harris of Columbia in the State of Tennessee, of the first Part, and James Walker of Maury County in the State of Tennessee of the second Part Witnesseth, That for and in Consideration

of the sum of four thousand Dollars in hand paid by the said Party of the second Part, the receipt whereof is hereby acknowledged, the said Parties of the first Part, have granted bargained sold and conveyed, and by these Presents do grant, bargain sell and convey unto the said Party of the second Part, and to his heirs and assigns forever, a certain Lot and Parcel of land lying in the County of Madison State of Mississippi known and designated as the W½ S E¼ and S W¼ of section 28, and E½ S E¼ section 29, and E½ N W¼ section 33 all in Township No 11 of Range No 3 East, all containing four hundred acres more or less together with all the buildings, Privileges improvements and appurtenances thereunto belonging or in anywise appertaining, To Have and to hold the said lots of ground with all the buildings, improvements and appurtenances thereunto belonging as aforesaid unto the said James Walker his heirs and assigns forever, and the said Parties of the first Part for themselves their heirs executors administrators and assigns do covenant and agree with the said James Walker his heirs Executors Administrators and assigns, and bind themselves by these Presents to warrant and forever defend, unto the said James Walker his heirs and assigns forever the aforesaid lots and Parcels of land with all the buildings, improvements and appurtenances as aforesaid, against the legal or equitable Claim or Claims of all persons whomsoever whatsoever. In testimony Whereof the said Parties of the first Part, have hereunto set their hands and affixed their seals the day and year first above written — in the Presence of

Witnesses Wm Christy
J E Ashford

Wm Carruthers {Seal}
A. O. Harris {Seal}
Richard Stokes {Seal}
Anna Maria Carruthers {Seal}

State of Louisiana
City of N. Orleans } Be it remembered that on this 20th day of May AD 1839 came before me Philip K Lawrence Judge of the United States District Court for the Eastern District of Louisiana the within named Adlai O. Harris, Richard Stokes, Madison Carruthers and Anna Maria Brown wife of said Madison Carruthers, known to me to be the Persons described in and who have executed the within Deed, and acknowledged that they severally signed sealed and delivered the said deed for the uses & Purposes therein mentioned, and the said Mrs Anna Maria Carruthers being by me privately examined apart from her said husband acknowledged that she executed the said deed freely without any fear or compulsion of her said husband, all which I do accordingly certify

P. K. Lawrence
U. S. Judge East. Dist. of Louisiana

State of Louisiana
City of New Orleans } I John Winthrop Clerk of the United States District Court for the Eastern District of Louisiana do hereby certify that the Hon. Philip K. Lawrence whose signature appears to the foregoing Certificate is the acting presiding Judge of said Court, and that all his official acts as such are entitled to full faith & credit.

In testimony Whereof I have hereunto affixed my signature & seal of office at my Office this 20th day of May AD 1839 & 63d year of the Independence of the United States

{Seal}

Jno Winthrop Clerk

State of Louisiana
City of New Orleans } I Philip K Lawrence Judge of the United States District Court for the Eastern District of Louisiana Certify that John Winthrop whose signature & seal of office appear to the foregoing Certificate is the regularly appointed & sworn Clerk of said Court and that all his official acts as such are entitled to full faith and Credit.

Given under my hand this 20th day of May AD 1839 & 63d year of the Independence of the United States

P. K. Lawrence
U. S. Judge

William Bennett & wife
Recd
Moses Ridley Guardn

Received for Record 21st January 1839 & held up by request of Grantee
Recorded 18th November 1839

This Indenture Made and Entered into this 21st day of January in the year of our Lord Eighteen hundred and thirty nine between William Bennett and Elizabeth Bennett his wife of the County of Madison and State of Mississippi of the one Part, and George G. Ridley, William A. Ridley, Samuel S. Ridley, James A. Ridley, Nancy A. Ridley, Mary J. Ridley, Sarah E. Ridley and Henry Ridley of the County of Rutherford and State of Tennessee (heirs and devisees of Henry Ridley deceased) of the other Part, Witnesseth that Whereas the said Bennett & said Henry Ridley in his lifetime held in Common tenancy and equal shares the following real Estate, situate lying & being in the said County of Madison Particularly described in the District of Lands subject to sale at Mount Salus Viz, The East half of the South West quarter of Section Number twenty two. The West half of the South East quarter of Section No twenty two. The South half of the West half of the North East quarter of Section No Twenty two, the North half of the West half of the South West quarter of Section No Twenty two, the West half of the North West quarter & the South West quarter of Section No Twenty seven. The North East quarter & the East half of the North West quarter & the East half of the South West quarter of Section No Twenty eight in Township No Nine of Range No Two East, Containing by estimation Eight hundred acres be the same More or less. And Whereas said Bennett & Ridley Covenanted & agreed by agreement in writing under their hands & seals that Should either of them die, that Partition Should take place between the Survivor & the heirs of the deceased, and the said Henry Ridley having departed this life partition of the said land has taken Place between the said Bennett & the heirs apparent of the said Henry Ridley deceased, by their Guardian Moses Ridley in the following Manner Viz, There has been allotted & set apart to the heirs of said Deceased the following Portion of said land viz the South half of the West half of the North East quarter & the West half of the South East quarter of Section No Twenty two. The South West quarter & the West half of the North West quarter of Section No twenty Seven & the East half of the East half of the North East quarter of Section No Twenty eight, and there has been allotted & set apart to the said William Bennett the North half & the West half & the East half of the South West quarter of Section No Twenty two, The West half of the East half & the West half of the North East quarter, the East half of the North West & the West half of the South West quarter of Section No Twenty eight all in Township No Nine of Range No Two East, Containing by estimation to each allotment four hundred acres be the same More or less. Now Therefore this Indenture Witnesseth, that the said Bennett & wife for & in Consideration of the Premises & for the further Consideration of One Dollar, to them in hand Paid at & before the sealing & delivery of these Presents the receipt whereof is hereby acknowledged, hath granted, bargained, sold, released & proximate quit Claimed & by these Presents do grant, bargain, sell release & quit Claim unto the said George G. Ridley, William A. Ridley, Samuel S. Ridley, James A. Ridley, Nancy A. Ridley, Mary J. Ridley, Sarah E. Ridley & Henry Ridley and their heirs & assigns forever all the right title Claim & interest which they the said Bennett & wife have in & to the lands aforesaid allotted & set apart to them as aforesaid with all & singular the hereditaments & appurtenances thereunto belonging or in anywise appertaining. To Have & to Hold the said lands & Premises with all the appurtenances set apart & allotted as aforesaid unto the said George G. Ridley, William A. Ridley, Samuel S. Ridley, James A. Ridley, Nancy A. Ridley, Mary J. Ridley, Sarah E. Ridley & Henry Ridley their heirs & assigns to their only proper use, benefit & behoof forever. In testimony whereof the said William Bennett & wife have hereunto set their hands & seals the day & year first above written

Signed sealed & delivered in presence of
John L. Cameron

William Bennett (seal)
Elizabeth Bennett (seal)

The State of Mississippi } Personally appeared before me John T. Cameron Clerk of the Probate
Madison County ss } Court of said County the above named William Bennett and Elizabeth Bennett 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 Elizabeth the wife of said William Bennett being by me examined separate and apart from her said husband acknowledged that she signed sealed and delivered said deed as her voluntary act and deed freely and of her own accord without any fear threats or compulsion from her said husband, but for the purposes therein specified.

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

{Seal}

John T. Cameron Clerk

B. A. Ludlow Bill Sale
R. M. Williamson } Received for Record October 28th & Recorded November 18th 1839

For the valuable consideration of thirty five hundred dollars in hand paid the receipt whereof is hereby acknowledged I have bargained and Conveyed and do by these Presents transfer and Convey unto R. M. Williamson all my right title and interest which I may have had or may have in and to the Estate of Thomas Dawson Deceased, also of John T. Gilbert deceased in right of my late wife formerly Sarah S. Gilbert late wife of J. Gilbert formerly Sarah G. Dawson. To Have and to enjoy in fee both the Real and Personal Property among which are the following Slaves to Wit Cyrus, Bill Anthony, Sam, Britain, Ellick, Wash, Bartley, Peter, Edmund, Andrew, Bill Allen, Kate, Julia, Mary & Child, Anne & Child, Nancy, Margaret, Violet, Patsey, Lucky, Lucy, Matilda, Delsey & Child, Harriet, the title whereof I bind myself my heirs to warrant and forever defend against the legal claims of each and every Person whatever, this the 30th day of September 1839.

In Witness Whereof I have hereunto set my hand and seal

Test,

B. A. Ludlow {Seal}

State of Mississippi } Personally appeared before me an acting Justice of the Peace
Hinds County } and ex Officio Notary Public in and for said County the within named B. A. Ludlow, who duly acknowledged that he signed sealed and delivered the within instrument for the purposes therein set forth, on the day and date therein named. Sept 30th 1839

David, Hy, Lockwood {Seal}

Hay & Thom Mortgage
Wm. E. Harold } Received for Record October 28th & Recorded November 18th 1839

This Indenture Made and entered into on this third day of June in the year of Our Lord One thousand Eight hundred and ~~twenty~~ Nine Between William Hay and William A. Thom both of the County of Madison and State of Mississippi of the first Part, and William E. Harold of the County and state aforesaid of the second Part, Witnesseth that the said Party of the first Part for and in Consideration of the sum of five hundred dollars to them in hand paid by the party of the second part the receipt whereof is hereby acknowledged, and also for the purpose of indemnifying and holding harmless the said Party of the second Part who together with Thomas Mullins and John Prince went the security of the Party of the first Part, in the following described Notes given by the Party of the first Part to Ann Patrick M. Hays (to Wit) One Note for four thousand dollars made Payable in the Bank and Manchester Real Road Bank at Boston on the

1st day of March 1840. Second to the said Heirs for One thousand Eight hundred dollars, due 1st March 1840. Third to said Heirs for Six thousand dollars due 1st March 1841. and the fourth and last to said Heirs for Six thousand dollars due 1st March 1842. hath bargained sold and delivered and by these Presents doth bargain sell and deliver unto the said Party of the second Part the following described Negro Slaves (to Wit) Bill aged about thirty nine years. Jack about forty. York thirty four. Big Bob twenty five. Ephraim twenty five Moses twenty seven Mime thirty. Lindy thirty three. Nancy twenty four Fanny Twenty one. Caroline Twenty five Nelly Sixteen Caroline Sixteen. Martha Sixteen Charlotte twenty three, Grey Sixteen. Gamary Sixteen, Caroline Seventeen, Snow twenty one, Susan Thirteen, Garrett Nine, also five Children from Six years down to Three and to Hold the said Negro Slaves to him the said Party of the second Part him his heirs and assigns forever. Provided always and these Presents are upon this Condition - that if the said party of the first part or either of them, every one else for them, or either of them their heirs or administrators shall and do well and truly pay or cause to be paid unto Lifted the above described promissory Notes with all such legal interest as may be due thereon, at the time that the several Notes may become due and Payable, and doth hold the said Party of the second Part wholly harmless from the Payment of every of the said Notes or any Part thereof in consequence of the security ship aforesaid then and in such Case these Presents, every matter and thing herein Contained to the Contrary thereof in any wise notwithstanding, and the said Party of the second part for himself his heirs Executors and Administrators doth Covenant and agree with the said Party of the first Part, then their heirs Executors and Administrators shall and will immediately upon the Payment of the above described Notes with all such interest as may be thereon due, recovery the above described & named Negroes to the said party of the first Part - and it is Concluded and agreed between the Parties that until default shall be made in the payment of the said several notes as they become due and Payable or either of them - it will be lawful for the said Party of the first Part to have hold enjoy and retain in their Possession and their use the above named Negro Slaves bargained and Mortgaged as aforesaid without the hindrance or interruption of the said party of the second part, or her assigns.

In testimony the said Parties have hereunto set their hands and seals the day and date above written.

W. Hoey {seal}
Wm. N. Thom {seal}
Wm. E. Harrold {seal}

The Name of Little Thom erased and Ephraim Put in his Place before signed acknowledged by the Parties

And in addition to the beforegoing Obligation it is further agreed by the Parties that the Proceeds of the Negroes specified in the beforegoing Mortgage shall be applied to the Payment of the debts set forth in the said Mortgage. Given under our hands and seals day and date before written

W Hoey
Wm N Thom
Wm E Harrold

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 Hoey and Wm E Harrold and acknowledged that they signed sealed and delivered the foregoing deed as their act and deed on the day and year therein mentioned.

{seal} Given under my hand and seal of office at Canton this 3d day of June A.D. 1839

John T. Cameron Clerk

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

{seal} Given under my hand and seal of office at Canton this 28 day of October A.D. 1839

John T. Cameron Clerk

John T. Cameron