List of Claims allowed by the Commissioners of Insolvency against Estate of Sepe Lowe decd late of Madison County State of Mississippi

Ase in favor James H Dunlavy	due 1st Jany 1837	for	$69.50
" " " A Montgomery	" 1st " 1836	"	117.89
			$187.39

The State of Mississippi
Madison County } Personally appeared before me Thos Shackelford Judge of Probate in and for said County James Lee & Wm Jones Jr who being duly sworn depose & say that the above Statement of Debts due and owing by said Sepe Lowe decd is just & correct as allowed by them as Commissioners of Insolvency of the Estate of said Deceased

Sworn to and Subscribed before me 25th Decr 1837

Jas Lee
Wm Jones Jr

List of Claims against the Estate of Benjamin Talbot decd Audited and allowed by the Commissioners appointed for that purpose by the Probate Court of Madison County State of Mississippi

In Whose favor	Description of Claim	Amount		When due	Rate of Interest	Time	Interest		Due 23d Dec 1837 Amount	
Wm. H. Talbot	Guardian and Wards a/c Current								1736	27
Samuel T. Talbot						Ditto			2832	31
Adm. Rebecca Talbot	Administrators account Current								373	21
Ebenezer Talbot	account	54	20	26 Oct 1835	6	2 yr 1 Mo 28 days	7	02	61	20
Parmele & Baker	Note	192	15	8 Apl "	8	2 " 8 " 17 "	41	72	233	87
R. H. Osgood & Co	"	2287	51	13 Sept 1834	7	3 " 3 " 12 "	525	75	2813	26
Beasley & Cook	"	322	53	8 March "	"	3 " 9 " 17 "	85	46	408	19
Sugnum Jackson & Co	"	505	56	14 " "	"	3 " 9 " 11 "	133	79	639	55
S. P. Clinch & Co	Account	146	26	20 Apl "	"	3 " 8 " 5 "	37	63	183	89
A. Keller	"	1513	40	13 March "	"	3 " 9 " 12 "	400	78	1914	18
Wimberley & Co	Note	360	82	22d Jany "	"	3 " 11 " 3 "	99	13	459	95
Abel S. Lyons	"	1625	92	13th March "	"	3 " 9 " 12 "	430	58	2056	52
Emmum Smith & Co	"	528	22	13 " "	"	3 " 9 " 12 "	139	90	668	12
Mekes & Briggs	"	700	66	16 " "	"	3 " 9 " 15 "	185	79	885	79
Wm J. Van Buskirk	"	194	91	16th " "	"	3 " 9 " 9 "	51	50	246	41
E. P. & H. Heyer	"	381	58	21 " "	"	3 " 9 " 4 "	100	46	482	04
Brush Wright & Co	"	1412	76	13 " "	"	3 " 9 " 12 "	374	16	1786	92
Smith & Hannah	"	323	50	14 " "	"	3 " 9 " 11 "	85	59	409	09
Isaac Osgood	"	225	12	19 " "	"	3 " 9 " 6 "	59	34	284	46
Kellogg & Baldwin	"	1113	59	14 " "	"	3 " 9 " 11 "	294	70	1408	29
Dayton & Co	Draft	169	17	10th Feb 1835	8	2 " 10 " 13 "	38	90	208	07
L. Latham	Account	5321	01	1 March "	"	2 " 9 " 24 "	1199	01	6520	02
Latham & Hunter	3 Notes	2750	00	1 Apl 1836	"	1 " 8 " 24 "	381	33	3131	33
Wm Jones Jr	a/c	45	99	1 Oct 1834	"	3 " 2 " 24 "	11	89	57	88
Isaac Darling	Note	125	45	1 Jan 1835	"	2 " 11 " 24 "	30	65	159	10
Wm L. Balpine	a/c	214	29	1 " "	"	2 " 11 " 24 "	51	16	265	45
Bowram & Co	Note	337	27	14 March 1834	7	3 " 9 " 9 "	89	11	426	38

The State of Mississippi } Personally appeared before me Thos Shackelford
Madison County } Judge of Probate in and for said County, James Lee, Henry Latham & William Jones Jr who being duly sworn deposeth and saith that the above statement of debts due and owing by Benjamin Talbot decd is justly correct as allowed by them as Commissioners of insolvency of the Estate of said deceased

Sworn to & subscribed before me the 23d December 1837
Thos Shackelford
Judge of Probate

Jas Lee
H. Latham
Wm Jones Jr

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President & Directors of the Real Estate Banking Company of Hinds County
To
John Delafield

Received for Record & Recorded April 1839

Know all men by these presents that we Cowles Mead President and James McWillie Hugh Campbell James Neill Joseph A McRaven Nelson Kanaraugh Frederick Spann Benjamin Winlefield Geo Henderson Benjamin H Cook Abram A McMillie Peterfield Jefferson and Ira E Williams Directors of the Real Estate Banking Company of Hinds County in the State of Mississippi parties hereto of the first part in consideration of One Dollar lawful money of the United States of America to us in hand paid by John Delafield of the City of New York of the second part at and before the ensealing and delivery of these presents the receipt whereof we hereby acknowledge, and for other good Causes thereunto moving have granted bargained sold assigned transferred and set over And by these presents do grant bargain sell assign transfer, and set over unto the said party of the second part, all those several Indentures of Mortgage hereinafter particularly described and mentioned, that is to say, A certain Indenture of Mortgage, dated the twenty fifth day of June in the year One Thousand eight hundred and thirty eight made and entered into by and between Benjamin H Cook of the County of Hinds in the State of Mississippi of the first part and the President and Directors of the Real Estate and Banking Company of Hinds County Mississippi and their Successors of the second part to secure the sum of Thirteen thousand One hundred and forty six 27/100 Dollars recorded in the Probate Clerks Office of said Hinds County in Liber G pages 303, 304 & 305 The 12th day of July 1838 Also one other Indenture of Mortgage dated the twenty third day of June in the year One Thousand eight hundred and thirty eight made and entered into by and between Ira E Williams of the County of Hinds in the State of Mississippi of the first part & the President and Directors of the Real Estate Banking Company of Hinds County Mississippi and their Successors of the second part to secure the sum of Twenty Seven Thousand Seven hundred and fifty three 44/100 Dollars recorded in the Probate Clerks Office of said County of Hinds in Liber L pages 307, 308, 309 & 310, The twelfth day of July 1838. Also one other Indenture of Mortgage dated the fourteenth day of June in the year One Thousand eight hundred and thirty eight made and entered into by and between John Williams of the County of Hinds in the State of Mississippi of the first part and the President and Directors of the Real Estate Banking Company of Hinds County Mississippi and their Successors of the second part to secure the sum of Thirty four hundred Dollars recorded in the Probate Clerks Office of said County of Hinds in Liber L pages 301 302 & 303 the twelfth day of July 1838. Also one other Indenture of Mortgage dated the fourteenth day of June in the year One Thousand eight hundred and thirty eight made and entered into by and between Jesse Hendy of the County of Hinds in the State of Mississippi of the first part & the President and Directors of the Real Estate Banking Company of Hinds County Mississippi and their Successors

of the second part to secure the sum of Four Thousand Six hundred and fifteen dollars recorded in the Probate Clerks Office of Said Hinds County in Liber L, pages 310, 311 & 312 the Sixteenth day of July 1838 Also one other Indenture of Mortgage dated the twenty first day of June in the year Eighteen hundred and thirty eight made and entered into by and between Rufus B Lowe of the County of Hinds in the State of Mississippi of the first part and the President and Directors of the Real Estate Banking Company of Hinds County Mississippi and their Successors of the second part to secure the sum of Nine Thousand and thirty eight dollars and recorded in the Probate Clerks Office of Said County of Hinds in Liber L, pages 305 306 & 307 the twelfth day of July 1838 Also one other Indenture of Mortgage dated the Eleventh day of June in the year Eighteen hundred and thirty eight made and entered by and between Richard Featherston of the County of Hinds in the State of Mississippi of the first part and the President & Directors of the Real Estate Banking Company of Hinds County Mississippi and their Successors of the second part to secure the sum of Six Thousand Dollars recorded in the Probate Clerks Office of Said County of Hinds in Liber M pages 68 & 69 & 70 the twenty eighth day of June 1838 Also one other Indenture of Mortgage dated the twenty fifth day of June in the year One Thousand eight hundred and thirty eight made and entered into by and between Angus Clark of the County of Madison in the State of Mississippi of the first part and the President and Directors of the Real Estate Banking Company of Hinds County Mississippi and their Successors of the second part to secure the sum of Eight Thousand and twenty five 25/100 Dollars recorded in the Probate Clerks Office of Said County of Madison in Liber C pages 604, 605 & 606 the 28th day of June 1838 Also one other Indenture of Mortgage dated the twenty third day of May in the year One Thousand eight hundred and thirty eight made and entered into by and between Josiah Chapman of the County of Hinds in the State of Mississippi of the first part and the President and Directors of the Real Estate Banking Company of Hinds County Mississippi and their Successors of the second part to secure the sum of Three Thousand Dollars recorded in the Probate Clerks Office of Said County of Hinds in Liber M page 25 the fifth day of June 1838, Also one other Indenture of Mortgage dated the eighth day of June in the year One Thousand eight hundred and thirty eight made and entered into by and between Daniel McDonald of the County of Hinds in the State of Mississippi of the first part and the President and Directors of the Real Estate Banking Company of Hinds County Mississippi and their Successors of the second part to secure the sum of two thousand and fifty Dollars recorded in the Probate Clerks Office of Said County of Hinds in Liber M, pages 63, 64, 65 the twelfth day of June 1838 Also one other Indenture of Mortgage dated the eighth day of June in the year Eighteen hundred and thirty eight made and entered into by and between N. L. Geiser of the County of Hinds in the State of Mississippi of the first part and the President and Directors of the Real Estate

Banking Company of Hinds County Mississippi and their Successors of the second part to secure the Sum of Eleven Thousand four hundred and five $\frac{6}{100}$ Dollars recorded in the Probate Clerks Office of said Hinds County Liber M pages 47 48 & 49 the 13th day of June 1838 Also one other Indenture of Mortgage dated the Eleventh day of May in the year One Thousand eight hundred and thirty eight Made and entered into by and between Erasmus D. Fenner of the County of Hinds and State of Mississippi of the first part and the President and Directors of the Real Estate Banking Company of Hinds County Mississippi and their Successors of the Second part to secure the Sum of Twenty six Thousand five hundred Dollars recorded in the Probate Clerks Office of said County of Hinds in Liber L pages 115 & 117 the 10th day of May 1838 Also one other Indenture of Mortgage dated the twenty third day of May in the year One Thousand eight hundred and thirty eight Made and entered into by and between Mrs Beasley of the County of Hinds and State of Mississippi of the first part and the President and Directors of the Real Estate Banking Company of Hinds County Mississippi and their Successors of the second part to secure the Sum of Eight Thousand nine hundred and Sixteen Dollars recorded in the Probate Clerks office of said County of Hinds in Liber L pages 346 347 & 348 the 30th day of July 1838 Also one other Indenture of Mortgage dated the twenty fourth day of May in the year One Thousand eight hundred and thirty eight Made and entered into by and between John T. Farr of the County of Hinds in the State of Mississippi of the first part and the President and Directors of the Real Estate Banking Company of Hinds County Mississippi and their Successors of the second part to secure the Sum of Four thousand nine hundred Dollars recorded in the Probate Clerks Office of said County of Hinds in Liber M, pages 8, the 25th day of May 1838. Also one other Indenture of Mortgage dated the fourth day of June in the year One thousand eight hundred and thirty eight Made and entered into by and between Gabriel Cook of the County of Hinds in the State of Mississippi of the first part, And the President and Directors of the Real Estate Banking Company of Hinds County Mississippi and their Successors of the Second part to secure the Sum of Eight thousand Six hundred and twenty five Dollars recorded in the Probate Clerks Office of said Hinds County in Liber M, page 30 the Sixth day of June 1838 Also one other Indenture of Mortgage dated the eleventh day of May in the year One thousand eight hundred and thirty eight Made and entered into by and between James C. Mitchell of the County of Hinds in the State of Mississippi of the first part and the President and Directors of the Real Estate Banking Company of Hinds County Mississippi and their Successors of the Second part to secure the Sum of Twenty thousand Dollars recorded in the Probate Clerks Office of said Hinds County in Liber L pages 119 120 & 121 the 16th day of May 1838. Also one other Indenture of Mortgage dated the twenty eighth day of June in the year One thousand eight hundred and thirty eight made and entered into by and between John A. Boyd of the County of Hinds in the

State of Mississippi of the first part And the President and Directors of the Real Estate Banking Company of Hinds County Mississippi and their Successors of the Second part to secure the Sum of Sixteen Thousand eight Hundred and Thirty five Dollars recorded in the Probate Clerks Office of said County of Hinds in Liber M, pages 99, 100 & 101 the 3d day of July 1838 Also one other Indenture of Mortgage dated the Thirty first day of May in the year One thousand eight Hundred and Thirty eight Made and entered into by and between John Rundell of the County of Warren in the State of Mississippi of the first part and the President and Directors of the Real Estate Banking Company of Hinds County Mississippi and their Successors of the second part to secure the sum of forty Thousand Dollars recorded in the Probate Clerks Office of said County of Warren in Liber L pages 195, 196 & 197 the 29th day of June 1838 Also one other Indenture of Mortgage dated the thirty first day of May in the year of our Lord one thousand eight hundred and thirty eight made and entered into by and between Lewis Rundell of the County of Warren in the State of Mississippi of the first part And the President and Directors of the Real Estate Banking Company of Hinds County Mississippi and their Successors of the Second part to secure the Sum of Twenty seven thousand three hundred and Seventy five one half Dollars recorded in the Probate Clerks Office of said County of Warren in Liber L, pages ~~pages~~ 432, 433 & 434 the 18th day of October 1838 Also one other Indenture of Mortgage dated the twenty fifth day of May in the year One thousand Eight hundred and thirty Eight, Made and entered into by and between Samuel B Doughty of the County of Hinds in the State of Mississippi of the first part and the President and Directors of the Real Estate Banking Company of Hinds County Mississippi and their Successors of the Second part to secure the sum of Six thousand Six hundred Dollars recorded in the Probate Clerks Office of said County of Hinds in Liber L pages 104 & 105 the 12th day of May 1838 - Also four other Indentures of Mortgage all dated the thirteenth day of June in the year One thousand eight hundred and thirty eight, Made and entered into by and between Michael Erskine of the County of Hinds in the State of Mississippi of the first part, and the President and Directors of the Real Estate Banking Company of Hinds County and their Successors of the Second part to secure the sum of four thousand Nine hundred and forty five $\frac{1}{100}$ Dollars and the sum of Two thousand eight hundred and ninety eight $\frac{10}{100}$ Dollars and the sum of two thousand and thirty eight $\frac{60}{100}$ Dollars, and the sum of Two thousand five hundred and fifty two and all recorded in the Probate Clerk's Office of Scott County in the State of Mississippi in Liber A pages 188 to 202, inclusive the 20th day of July 1838 - Also two other Indentures of Mortgage dated the twenty seventh day of May in the year One thousand eight hundred and

this Eight Made and entered into by and between Hugh Campbell of the County of Hinds in the State of Mississippi of the first part and the President and Directors of the Real Estate Banking Company of Hinds County Mississippi and their Successors of the Second part One of said Indentures to secure the Sum of Twelve thousand one hundred Dollars and the other to secure the Sum of Twenty five thousand three hundred & Thirteen Dollars, both recorded in the Probate Clerks Office of said County of Hinds in Liber M, pages 39 to 43 the twenty day of June 1838 Also one other Indenture of Mortgage dated the twenty eighth day of June in the year One thousand eight hundred and thirty eight Made and entered into by and between Samuel Bolman of the County of Madison in the State of Mississippi of the first part and the President and Directors of the Real Estate Banking Company of Hinds County Mississippi and their Successors of the Second part to secure the Sum of three thousand Nine hundred and forty five $\frac{50}{100}$ Dollars and recorded in the Probate Clerks Office of said Madison County in Liber E pages 718, 719, 720 the fourth day of August 1838. Also One other Indenture of Mortgage dated the second day of July in the year One thousand eight hundred and thirty Eight Made and entered into by and between Samuel L. Moore of the County of Hinds in the State of Mississippi of the first part and the President and Directors of the Real Estate Banking Company of Hinds County Mississippi and their Successors of the Second part to secure the Sum of fifteen thousand five hundred and fifty Dollars recorded in the Probate Clerks Office of said County of Hinds in Liber L, pages 287, 288, 289 the 10th day of July 1838 Also one other Indenture of Mortgage dated the Second day of July in the year One thousand eight hundred and thirty Eight Made and entered into by and between George S. Sharpe of the County of Madison in the State of Mississippi of the first part and the President and Directors of the Real Estate Banking Company of Hinds County Mississippi and their Successors of the Second part to secure the Sum of fourteen thousand four hundred Dollars recorded in the Probate Clerks Office of said County of Madison Liber E pages 684, 685, 686 the 17th day of July 1838 Also one other Indenture of Mortgage dated the nineteenth day of May in the year One thousand eight hundred and thirty Eight Made and entered into by and between Saml Rice of the County of Hinds in the State of Mississippi of the first part and the President and Directors of the Real Estate Banking Company of Hinds County Mississippi and their Successors of the Second part to secure the Sum of fifteen thousand four hundred Dollars recorded in the Probate Clerks Office of said County of Hinds Liber M, page 4 the 24th day of May 1838. Also one other Indenture of Mortgage dated the second day of July 1838. Made and entered into by and between Patrick Shanley of the County of Leake in the State of Mississippi of the first part and the President and directors of the Real Estate Banking Company of Hinds County Mississippi and their Successors of the Second part to secure the Sum of Seventeen thousand four hundred and thirty four $\frac{22}{100}$ Dollars recorded in the Probate Clerks Office of

said County of Hinds Liber L pages 476 & 477, the twenty fifth day of September 1838. Also one other Indenture of Mortgage dated the second day of July in the year One Thousand eight hundred and thirty eight made and entered into by and between Isaac Battle of the County of Hinds in the State of Mississippi of the first part and the President and Directors of the Real Estate Banking Company of Hinds County Mississippi, and their successors of the second part to secure the sum of five thousand One hundred and thirty and 75/100 Dollars recorded in the Probate Clerks Office of said Hinds County Liber L pages 340. 341. and 343 the thirteenth day of July 1838 Also one other Indenture of Mortgage dated the Seventeenth day of July in the year One Thousand eight hundred and thirty eight made and entered into by and between Ascen Barber of the County of Hinds in the State of Mississippi of the first part and the President & Directors of the Real Estate Banking Company of Hinds County of Mississippi, and their Successors of the second part to secure the sum of four thousand eight hundred Dollars, recorded in the Probate Clerks Office of said County in the State of Mississippi in Liber H pages 211. 212. 213 & 214. the fourteenth day of August 1838 also six other Indentures of Mortgage all dated the thirteenth day of May in the year One Thousand eight hundred and thirty eight made and entered into by and between Gabriel Cook of the County of Hinds in the State of Mississippi of the first part and the President and Directors of the Real Estate Banking Company of Hinds County Mississippi and their successors of the second part, One to secure the sum of five thousand five hundred Dollars recorded in the Probate Clerks Office of Carroll County State of Mississippi in Liber B pages 234 & 235 the 8th day of June 1838 and also in the Probate Clerks Office of Attala County in the same State in Liber C pages 330, 331, 332 & 333 the 12th day of June 1838 And one to secure the sum of fifteen hundred and Ninety five Dollars recorded in the Probate Clerks Office of the County of Yazoo State of Mississippi in Liber B pages 702 & 703 the fourth day of June 1838 And one to secure the sum of Twelve hundred Dollars recorded in the Probate Clerks Office of the County of Leake in the State of Mississippi Liber B page 130, the 13th day of June 1838 and one to secure the sum of Three thousand Dollars recorded in the County of Tallahatchie in the State of Mississippi Liber H pages 347, 348, 349 & 350, the eighth day of June 1838, and one to secure the sum of seven thousand two hundred Dollars recorded in the County of Holmes State of Mississippi, Liber C pages 85, 86 & 87, the 5th day of June 1838 And one to secure the sum of four hundred and Ninety seven dollars recorded in the Probate Clerks Office of the County of Madison Liber E

pages 545-546 the fourth day of June 1838.— Also one other Indenture of Mortgage dated the twenty first day of July in the year One thousand eight hundred and thirty eight, made and entered into by and between Baxter W. Sayne of the County of Simpson in the State of Mississippi of the first part, and the President and Directors of the Real Estate Banking Company of Hinds County (Mississippi) and their Successors, of the second part, to secure the sum of thirty six thousand eight hundred and forty three $\frac{36}{100}$ dollars, recorded in Simpson County Probate Court Clerks Office in Liber — pages 168 to 173. the 25 day of July 1838.— Also one other Indenture of Mortgage dated the first day of August in the year One thousand eight hundred and thirty eight, made and entered into by and between David Ford of the County of Madison in the State of Mississippi of the first part, and the President and Directors of the Real Estate Banking Company of Hinds County (Mississippi) and their Successors of the second party to secure the sum of Seventeen thousand Dollars, recorded in the Probate Clerks Office of the County of Leake State of Mississippi Liber B pages 265, 266 & 267 the ninth day of August 1838:— Also one other Indenture of Mortgage dated the third day of September, in the year One thousand eight hundred and thirty Eight, made and entered into by and between B. H. Cooke of the County of Hinds in the State of Mississippi, of the first part, and the President and Directors of the Real Estate Banking Company of Hinds County (Mississippi) and their Successors of the second party, to secure the sum of Seven thousand One hundred and seventy five dollars, recorded in the Probate Clerks Office of said County of Hinds in Liber L pages 481 & 482:— the 25th day of September 1838:— Also one other Indenture of Mortgage dated the fourth day of August in the year One thousand eight hundred and thirty eight, made and entered into by and between Jno E. Williams of the County of Hinds, in the State of Mississippi of the first part, and the President and Directors of the Real Estate Banking Company of Hinds County (Mississippi) and their Successors, of the second part, to secure the sum of fifteen thousand Six hundred and seventy $\frac{62}{100}$ dollars; recorded in the Probate Clerks office of Scott County State aforesaid in Liber A pages 319 to 322, the 2d day of January 1839.— Also one other Indenture of Mortgage dated the twenty fourth day of September in the year One thousand eight hundred and thirty Eight, made and entered into by and between Charles K. Marshall of the County of Warren in the State of Mississippi of the first part, and the President and Directors of the Real Estate Banking Company of Hinds County (Mississippi) and their Successors of the second party to secure the sum of thirty One thousand dollars, recorded in the Probate Clerks Office of said County of Warren in Liber L pages 492, 493, 494, the twenty fourth day of December 1838.— Also one other Indenture of Mortgage dated the

third day of July in the year One thousand eight hundred and thirty Eight made and entered into by and between Michael Wall of the County of Hinds in the State of Mississippi of the first part, and the President and Directors of the Real Estate Banking Company of Hinds County (Mississippi) and their successors of the Second part, to secure the sum of twenty three thousand nine hundred and twenty nine $\frac{20}{100}$ dollars.— recorded in the Probate Clerks office of the said County of Hinds in Liber L pages 333 & 334 — the 28 day of July 1838 — Also one other Indenture of Mortgage dated the eighth day of June in the year One thousand eight hundred and thirty eight, made and entered into by and between James M. Wall of the County of Hinds in the State of Mississippi of the first part, and the President and Directors of the Real Estate Banking Company of Hinds County (Mississippi) and their successors of the second part, to secure the sum of Seventy Six thousand eight hundred and twenty eight $\frac{80}{100}$ dollars, recorded in the Office of the Parish Judge of the Parish of Carroll in the State of Louisiana in Liber A. folio 524 the third day of July 1838.— Also one other Indenture of Mortgage dated the Seventeenth day of October in the year One thousand eight hundred and thirty Eight, made and entered into by and between John Smith of the County of Madison in the State of Mississippi of the first part, and the President and Directors of the Real Estate Banking Company of Hinds County (Mississippi) and their successors of the second part, to secure the sum of forty three thousand seven hundred and twenty two dollars, recorded in the Probate Clerks Office of said ~~County of~~ Madison County in Liber F, pages 37 & 38 the 25th day of October 1838.— Also one other Indenture of Mortgage dated the twenty seventh day of November in the year One thousand eight hundred and thirty Eight, made and entered into by and between Abram A. McWillie of the County of Madison in the State of Mississippi of the first part, and the President and Directors of the Real Estate Banking Company of Hinds County (Mississippi) and their successors of the second part, to secure the sum of thirty four thousand eight hundred and fifty six Dollars, recorded in the Probate Clerks Office of said Madison County in Liber F pages 82. 83. & 84.— On the twentieth day of December, One thousand eight hundred and thirty Eight.———— || Also all the releases of Dower accompanying said Mortgages, together with the Bonds or obligations therein described and the money due or to grow due thereon:— To Have and to hold the same subject to the Provisions in the said Indentures of Mortgage recited, unto the said party of the second part his Executors, Administrators and assigns, untill the payment and discharge of a certain Bond or obligation, in the penal sum of Six hundred thousand Dollars, bearing even date herewith, and executed by the said parties hereto of the first part to Edward Boisgerard of the City of New York, and also untill the payment and discharge of all other sum or sums of money, in which the said parties of the first part may be indebted to the said Edward Boisgerard & Bonnaffe & Boisgerard & Co. And we the said parties of the first part, do hereby make, constitute

and appoint the said party of the second part, our true and lawfull Attorney irrevocable, in our name or otherwise, and at our proper Costs and Charges, to have use and take all lawfull ways and means for the recovery of the said moneys and Interest, and in Case of payment to discharge the same, as fully as we or any of us could do if these presents were not made, and we hereby give and grant unto our said Attorney full power and lawfull authority, in Case of default made in the Condition of the said Bond or obligation to the said Edward Boisgerard according to the tenor and effect thereof, immediately to take all lawfull ways and means for the recovery of the said money and Interest, and the proceeds after payment of Costs and Charges, and a Commission of Two hundred, to apply as fast as received to the payment and discharge of all such Sum or Sums of money, as may be due and payable to said Edward Boisgerard his executors, administrators and assigns under and by virtue of the said Bond or obligation, and the Condition thereof, and of any other Sum or Sums of Money due from said parties of the first part to the said Edward Boisgerard or Bonnaffe, Boisgerard & Co, rendering the overplus, if any there should be, to the said parties of the first part, their Successors or assigns. — In witness whereof we the parties of the first part, by Joseph Davenport Cashier and Saint F. Fonte our Commissioners and Attorneys in fact for us, have hereunto Set our hands and Seals this ninth day of March in the year One thousand eight hundred and thirty nine.—

Sealed and delivered in presence of
The following words "This Indenture of Mortgage of James M. Wall withdrawn by Consent of parties there being a Sufficient Amount without that" on page 10 in Margin, were endorsed before acknowledgement and delivery.
Teste Geo. Eustis
Witness Geo. Bergeroy

Charles Mead
President (Seal)
James M. Wall (Seal)
Hugh Campbell (Seal)
Samuel Hill (Seal)
Joseph A. Mc Raven (Seal)
N. Kavanaugh (Seal)
Frederick Spaunt (Seal)
Benjamin Whitfield (Seal)
Geo. Henderson (Seal)
Benjn H. Cook (Seal)
Abram A. Mc Willie (Seal)
Peterfield Jefferson (Seal)
Jas E. Williams (Seal)

By our Commissioners and Attorneys in fact.
J. Davenport, Cashier (Seal)
and Saint F. Fonte. (Seal)

United States of America
State of Louisiana
City of New-Orleans ss

Be it Known that on this twenty fifth day of March one thousand eight hundred and thirty nine, before the undersigned George Eustis, one of the Judges of the Supreme

Court of the Said State of Louisiana, personally appeared the above and foregoing named and Subscribing bargainers in this deed of Assignment by the President & Directors of the Real Estate Banking Company of Hinds County Mississippi to John Delafield by their Commissioners and attorneys in fact Joseph Davenport Cashier, (both of whom I am Satisfied are the Same and Identical persons Subscribing this deed as such) and the Said Davenport and Ponte duly acknowledged that they Signed, Sealed and delivered this deed of assignment, for the purposes therein Specified and declared.

Given under my hand and Seal the date first above

George Eustis (Seal)

The State of Mississippi }
Hinds County } I S. S. Scott Clerk of the Probate Court of the County aforesaid, do hereby certify that the foregoing deed of assignment together with the above certificate was duly filed in my Office on the 10th Inst, and recorded on the 11th day of April 1839 in Book I. I. from page 335 to 343 inclusive.—

Witness my hand and seal of Office this the 11th day of April 1839.

S. S. Scott Clerk

Seal

Power of Attorney } Received for Record & Recorded April 13 1839
To } The State of Mississippi }
J. Davenport & } Know all men by these
J. F. Ponte } presents that we the undersigned President and Directors of the Real Estate Banking Company of Hinds County by virtue of the powers and authority vested in us by the articles of association of the said Real Estate Banking Company and in compliance with and to carry into effect the Resolution of the Board of Directors of said Company passed on the twenty seventh day of February A D 1839 have made ordained constituted and appointed and by these presents do make ordain constitute and appoint Joseph Davenport Cashier of said Bank and Jacob F. Ponte of Clinton Mississippi Our Commissioners and attornies in fact for us and in Our Names, and for the use and benefit of the said Banking Company to make sign seal & deliver any Bond or Bonds in our names as the President and Directors of said Banking Company and to sell or assign pledge or hypothecate the Bond or Bonds when so made as aforesaid to any amount not exceeding One Million of Dollars And to borrow money and obtain loans credit or advances to and for the said Banking Company upon any pledges securities or plan they may think fit and prudent to an amount not exceeding the sum aforesaid, and also to assign transfer pledge or hypothecate the Stock Bonds and Mortgages made by the Stockholders to the President and Directors of said Banking Company and now in their hands and possession as collateral security for the payment of the Bonds of said President and Directors to be made and sold or pledged as aforesaid and as security for the payment and

refunding of all and every sum or sums of Money they may obtain, secure or contract for, or any commercial Securities or Credit they may use as a loan or advance made or to be made, or used for and on account of said Banking Company, and also to sell pledge or otherwise dispose of all the Cotton belonging to said Banking Company, and we hereby give to and Vest in our said Commissioners and attorneys in fact full general and ample power right and authority to do and perform or cause to be done and performed all and every act and thing that may seem meet and proper to them for the purpose of obtaining Loans or advances or both to the said Banking Company to the amount aforesaid, and to dispose of the Cotton as aforesaid and to secure, and effect all the objects and purposes herein mentioned and as declared in said resolution of 27th February 1839 above referred to, And also to make constitute and appoint One or more Attorney or attornies in fact or in law to act with them or in their room and stead with any or all the powers authority and rights hereby Vested in them, And we hereby allow ratify and confirm all and every act Deed or thing that our said Commissioners and attornies in fact may do, make or perform or cause to be done made or performed in as full ample and complete manner as we ourselves could or should do if personally present

In witness whereof we have hereto affixed our Signatures and Seals this Sixth day of March AD 1839

Charles Mead pres.t	(Seal)	P. Jefferson	(Seal)
James M. Wall	(Seal)	Geo Henderson	(Seal)
Hugh Campbell	(Seal)	J. A. McRaven	(Seal)
Samuel Neill	(Seal)	B H Cook	(Seal)
Benj Whitefield	(Seal)	Abram A McMillin	(Seal)

The State of Mississippi

Be it Known that on this Sixth day of March AD 1839 personally appeared the above and foregoing subscribers Charles Mead President, James M. Wall Hugh Campbell Samuel Neill Benjamin Whitefield, Peter Jefferson, Geo Henderson, Joseph A McRaven Benjamin H Cook and Abram A McMillin before the undersigned S H Humphreys an acting Justice of the Peace and Ex Officio a Notary public in and for Hinds County State of Mississippi, and each and every of them severally and respectively duly acknowledged that they signed sealed and delivered the foregoing power of Attorney to Joseph Davenport Esq Cashier and Jacob T Foute Esq on the day of the date and for the purposes therein mentioned and I further certify that they are known to me personally and are the President and Directors of the Real Estate Banking Company of Hinds County duly elected given under

my hand and private (having not official) Seal the date first above written

Stephen W Humphreys (Seal)

Justice of the Peace and
Ex officio Notary Public
of Hinds County Mississippi

By A. G. McNutt
Governor of the State of Mississippi

To all Who Shall See These Presents

Be it Known that Stephen W. Humphreys was an acting Justice of the Peace and Ex Officio Notary Public on the 1st day of March 1839 in and for the County of Hinds and that full faith and Credit are due to all his acts as such

Given Under My hand and the Great Seal of said State at the City of Jackson the 9th Day of March AD 1839

(Seal)

By the Governor

A. G. McNutt

Barry W. Benson. Secretary of State

Real Estate Bank Hinds } Received for Record & Recorded April 13 1839
Resolution } Office Real Estate Bk Co of Hinds County
Davenport & Fonte } Clinton Feb 27 1839

The following is an extract from the Minutes of the proceedings of the Board of Directors of this institution at their regular Meeting held this day present - Mess Mead Pickett Sparrow Jefferson Campbell McRaven Winter Turner Miller & Whitefield

Resolved that Joseph Davenport Cashier of this Bank and Jacob F Fonte be appointed Commissioners to proceed to New Orleans in time to arrive there on or before the 15th proximo and that they be clothed with full powers to negotiate loans & treat for advances to this Institution, also to sell pledge or hypothecate the Bonds of this association as to them shall seem proper, pledging the Stock Bonds & Mortgages thereof as collateral security for the payment of any Sum or Sums which they may borrow or contract for on account of the same Also with power to pledge or sell the Cotton belonging to said association, and in general to do and perform all such Acts and things as to them may seem most proper for the purpose of obtaining a loan or advance or both to this association to an amount not exceeding One Million of Dollars

Resolved that the Attorney of the Bank be instructed to draw up the necessary instrument empowering the Commissioners above named to carry out the purposes & objects specified in the foregoing Resolution

Charles Mead
Presty

Jefferson E. Gayden
Mortgage
Mississippi Union Bank

Received for Record & Recorded April 18th 1839
State of Mississippi
Madison County } Mother Bank District.

Whereas Jefferson E. Gayden a Citizen of said State, residing in the County aforesaid (being an owner of Real Estate, situated in the State of Mississippi) on the 21st day of August in the year Eighteen hundred and thirty eight, (being within the time prescribed) at Canton in the County of Madison subscribed for Fifty Shares of One hundred dollars each, amounting to Six Thousand dollars of the Stock of the Mississippi Union Bank, created and incorporated by an act of the Legislature of said State approved on the twenty first day of January, in the year Eighteen hundred and thirty seven, and re approved on the fifth February 1838, for which said sum of Six Thousand Dollars the said Jefferson E. Gayden hath executed his bond or bill single, of even date with these Presents, payable to the said Mississippi Union Bank and, being desirous and desired, according to the Provisions of the Eighth section of said original act of incorporation of said Bank, to secure the Payment of the said Bond, for the Stock so Subscribed, as aforesaid; That the Payment of the Capital and interest of Ten Millions, five hundred thousand Dollars, of the loan to be obtained by means of the Bonds of the State, issued in Conformity with the fifth section of said original act of incorporation, at the times the said Bonds for that sum shall severally fall due, may thereby be secured; And to secure the annual payment of four per Centum upon the Principal, and seven per Centum interest on the loan he may receive from said Bank, as Stockholder therein according to the Provisions of the thirty first section of the Original act of incorporation, at such times and places as the same may be required, He the said Jefferson E. Gayden hath offered and agreed to convey, by Deed of Mortgage, to the said Mississippi Union Bank the following described Property to Wit: The South East quarter of section Number twenty Eight in Township Number Nine of Range Two East, Containing One hundred and fifty acres of land situate and now being in the County of Madison on 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 Jefferson E. Gayden 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-fifth 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 Jefferson E. Gayden doth acknowledge himself debtor to the Mississippi Union Bank in the said sum of Six Thousand Dollars, being the amount of the shares of the Stock of said Bank, so Subscribed as aforesaid, of which he is to be holder, by virtue of these Presents, the Payment of which (in order to secure the Payment of the Capital and interest of Ten Millions five hundred thousand Dollars of the Bonds of the State, as aforesaid) and of the loan which the said Jefferson E. Gayden 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 Jefferson E. Gayden as specially desirous to secure as aforesaid

Therefore This Indenture, made and entered into this Eighteenth day of April in the year Eighteen hundred and thirty nine by and between the

said Jefferson E. Gayden and Louisa Gayden 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 Jefferson E. Gayden and Louisa Gayden his wife, for and in Consideration of the Premises before recited, and of the further Consideration of One hundred dollars to them in hand Paid, and to secure the Payments aforesaid, do hereby grant, bargain, sell, Convey and Mortgage and by these presents have granted, bargained, Sold, Conveyed and Mortgaged unto the said Mississippi Union Bank, all and Singular, the above described Property

To Have and to Hold the said above described property, unto the said Mississippi Union Bank, until the Bonds of the State for said sum of Ten Millions five hundred thousand dollars, issued in Conformity with the fifth and thirteenth sections of said Original act of incorporation, with the interest thereon, shall be paid off and redeemed by the said Mississippi Union Bank, and until the said Jefferson E. Gayden 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 Jefferson E. Gayden do previously transfer said Stock and be discharged, in the Manner and form Prescribed by the twenty ninth Section of the original act of incorporation and fifth Section of the act Supplemental thereto, And upon such payments or transfer and discharge as aforesaid, then, and thenceforth, as well this present Indenture and the Estate hereby granted, Conveyed, and Mortgaged, as the Bonds aforesaid shall Cease, determine, and become absolutely void and void, anything herein Contained, to the Contrary, notwithstanding; otherwise to remain in full force and effect, in Law and Equity, forever;

And the said Mississippi Union Bank, doth hereby declare, that it accepts the Bond of even date herewith, and the Mortgage, hereby Executed and entered into in favor of said Bank, and do the 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 Jefferson E. Gayden that there is no judgment against him (or if there be any, stating the amount) and that there was none thereon to him, against those under whom he Claims, at the date of their Conveyance to him respectively — and upon the Production also of the affidavit of the said Mortgagor, that there is no judgment against him unsatisfied, either upon original suit or by forfeiture of delivering Bond or otherwise, in any Court of the State, or of the United States (or if there be any, stating its amount) then the said Mortgagor, shall be the lawful owner of fifty Shares (subject to be graduated and reduced or rejected as

aforesaid) of the Stock of the said Mississippi Union Bank, and entitled as such to all the rights, facilities, advantages and profits, to which the Stockholders of the said Bank are entitled, according to the true intent and meaning of the said Original act of incorporation, and of the act supplemental thereto as aforesaid

It is also hereby expressly understood and agreed, that, in case hereafter the right, title or titles, through which the present Mortgagor derives the above described property, should be deemed insufficient, on account of some defect therein or if any claim, either by judgment or Conveyance, should be successfully asserted thereto, then the present Mortgagor shall be bound, as he doth hereby bind himself to furnish other unincumbered property, of sufficient amount, and to execute 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 Bonds, for the said Stock, or any part thereof, or the whole amount of the loan he may receive, as Stockholder, as aforesaid, or any part thereof shall not be punctually paid, at such times and places, as the same may respectively become due, and payment thereof be required, according to the true intent and meaning of the said original act of incorporation and the act supplemental thereto, then this Present Mortgage, and the sums of Money hereby secured, by virtue of the twenty sixth section of the said original act of incorporation shall bear ten per centum interest per Annum, after maturity, if not punctually paid and the said Mississippi Union Bank, may and shall have the right to cause the said property, Mortgaged as aforesaid, in whose hands soever, the same may be found or a sufficient quantity thereof, to be seized and sold to obtain the payment of any former sums of Money, which the said Mortgagor may owe as Stockholder, either on said Stock or on said Privileged loan, according to the laws of this State, and to the true intent of the said original act of incorporation, upon due Public Notice thereof,

It is also further hereby understood and agreed, and the said Mortgagor doth acknowledge, that whenever it shall appear to the satisfaction of the said Directors that the property, presently and hereby Mortgaged to secure the amount of Stock allotted to said Mortgagor as aforesaid, is not of sufficient value, then the said Mississippi Union Bank, shall have the right to reject the same, and in such case may require other security, or in default thereof reduce the shares of such defaulter, to the amount sufficiently secured

In testimony Whereof, the said Jefferson E. Gayden and Louisa Gayden his Wife, have hereunto set their hands and seals on this Eighteenth day of April in the year of Our Lord Eighteen hundred and thirty Nine.

Jefferson E. Gayden {Seal}
Louisa Gayden {Seal}

State of Mississippi } SS
Madison County } Personally appeared before me John T. Cameron Clerk of the Probate Court of said County the within or above named Jefferson E. Gayden who acknowledged that he signed, sealed and delivered the foregoing deed of Mortgage on the day and year therein mentioned as his act and deed

Given under My hand and seal of office at Canton this 18th Day of April AD 1839

{Seal}

John T. Cameron Clerk

State of Mississippi } I John L. Cameron Clerk of the Probate Court of said
Madison County ss } County do hereby Certify that Mistress Louisa Gayden
wife of the grantor, in the foregoing Deed of Mortgage, whose name is
also signed thereto, this day Personally appeared before me, and on a private
examination apart from her husband, acknowledged that she signed sealed
and delivered the same as her voluntary act and deed, freely without any
fear, threats, or Compulsion of her said husband.

Given under my hand and seal of Office at Canton
this Eighteenth day of April in the year of Our Lord One thousand
Eight hundred and thirty nine.

Seal

John L. Cameron Clerk

George A. Rose
Mortgage
Mississippi Union Bank

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

Whereas George A Rose a Citizen of said State residing in the County aforesaid (being an owner of Real Estate, situated in the State of Mississippi) on the 21st day of August in the year Eighteen hundred and thirty Eight (being within the time prescribed) at Canton in the County of Madison subscribed for Ninety Nine Shares of One hundred Dollars each, amounting to Nine thousand Nine hundred Dollars of the Stock of the Mississippi Union Bank, created and incorporated by an act of the Legislature of said State, approved on the twenty first day of January in the year Eighteen hundred and thirty seven, and re approved on the fifth February February 1838, for which said sum of Nine thousand Nine hundred dollars the said George A. Rose hath Executed his Bond or bill single, of even date with these presents payable to the said Mississippi Union Bank - and being desirous and disposed according to the Provisions of the Eighth Section of said original act of incorporation of said Bank to secure the Payment of the said Bond, for the Stock so Subscribed as aforesaid; that the payment of the Capital and interest of Ten Millions five hundred thousand dollars, of the loan to be obtained by means of the Bonds of the State issued in Conformity with the fifth section of said original act of incorporation at the times the said Bonds for that sum shall severally fall due, may thereby be 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, he the said George A Rose hath offered and agreed to convey by deed of Mortgage to the Mississippi Union Bank, the following described property to wit: The South West quarter of section thirty five, in Township Number Nine of Range three East; The East half of the South East quarter of section number thirty four in same Township and Range; and the East half of the North West quarter of same section Township and Range, containing together three hundred and twenty acres of land situate and now being in the County of Madison which said property, the Board of Directors of the said Mississippi Union Bank have, as is hereby acknowledged, deemed sufficient, and, at least for the present equal to the above mentioned number of shares of the stock so subscribed as aforesaid which, after the Recording of these Presents, shall belong to the said George A Rose

respect, however, and hereafter, if need be, to be graduated and reduced or finally expected, according to the Principles embodied in the second and twenty eighth 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 George A Rose doth acknowledge himself debtor to the Mississippi Union Bank, in the sum of Nine thousand Nine hundred dollars being the amount of the shares of the stock of said Bank, so Subscribed, as aforesaid of which he is to be holder, by virtue of these presents, the payment of which (in order to secure the payment of the Capital and interest of Ten Millions five hundred thousand Dollars of the Bonds of the State, as aforesaid), and of the loan which the said George A Rose shall or may obtain, from the said Bank as aforesaid, at such times and in such proportions, as the said Bank, in Conformity with said original act of incorporation, may require the said George A Rose is specially desirous to secure as aforesaid; — Therefore, This Indenture, made and entered into this Nineteenth day of April in the year Eighteen hundred and thirty nine by and between the said George A Rose a Citizen of the State of Mississippi and residing in the County of Madison aforesaid, of the one part, and the Mississippi Union Bank, created, and incorporated, by the Legislature of said State of the other part: Witnesseth, that the said George A Rose for and in consideration of the Premises before recited, and of the further Consideration of one hundred Dollars to him in hand paid, and to secure the payments, aforesaid does hereby grant, bargain, sell, convey and Mortgage, and by these presents, has granted, bargained, sold, conveyed and Mortgaged, unto the said Mississippi Union Bank, all and singular, the above described property,

To Have and to Hold the said above described property, unto the said Mississippi Union Bank, until the Bonds of the State for said sum of Ten Millions five hundred thousand Dollars, issued in Conformity with the fifth and thirtieth sections of said original act of incorporation, with the interest thereon, shall be Paid off and redeemed by the said Mississippi Union Bank, and until the said George A Rose shall have paid the amount of said Bond, executed to the said Mississippi Union Bank, for the amount of said shares as aforesaid, and also until he shall have paid the Privileged loan which he may have obtained as Stockholder, according to the Provisions of the thirty first section of said original act of incorporation, unless the said George A Rose 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

The State of Mississippi, Madison County
Recd. Mortgage having been transferred to us by Wm S. Murphy
liability for the same
Union Bank

Recd. Nov. 19th 1839
Recd. Nov. 19th 1839

Recd. of Wm S. Murphy
Recd. Certificate from Clerk for the Mortgage
Recd. November 1839

other incumbrance of Record thereon; and upon the Production of a sworn Certificate, bearing date, at least three Months, subsequent to the day of the Recording of these presents, that no other Mortgage or incumbrance whatever upon said land, was Recorded or delivered for Record, in the Office of 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 of the said George A Rose 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 Ninety Nine Shares (subject to be graduated and reduced or rejected as aforesaid) of the Stock of the said Mississippi Union Bank, and entitled as such to all the rights, faculties advantages and profits, to which the Stockholders of the said Bank are entitled, according to the true intent and meaning of the said original act of incorporation, and of the act supplemental thereto as aforesaid,— It is also hereby expressly understood and agreed that in case hereafter the right, title or titles, through which the Present Mortgagor derives the above described property, should be deemed insufficient on account of some defect therein, or if any Claim, either by Judgement or Conveyance should be successfully asserted thereto, then the Present Mortgagor shall be bound, as he doth hereby bind himself to furnish other unincumbered property of sufficient amount and to execute thereon a Mortgage to the satisfaction of the Board of Directors of the said Mississippi Union Bank, within such reasonable time as the said Board of Directors may Prescribe

The said Mortgagor also agreeing that if the whole amount of the Bond for the said Stock, or any part thereof or the whole amount of the loan he may receive as stockholder as aforesaid, or any part thereof shall not be punctually paid at such times and places as the same may respectively become due and payment thereof be required, according to the true intent and meaning of the said original act of incorporation, and the act supplemental thereto, then this present Mortgage, and the sums of Money hereby secured, by virtue of the twenty sixth section of the said original act of incorporation shall bear ten per Centum interest per annum after Maturity, if not punctually paid, and the said Mississippi Union Bank, may and shall have the right to Cause the said Property, Mortgaged as aforesaid, in whose hands soever, the same may be found, or a sufficient quantity thereof, to be seized and sold to obtain the payment of any sum or sums of Money which the said Mortgagor may owe as Stockholder, either on said Stock or on said privileged loan, according to the laws of this State and to the true intent of the said Original act of incorporation, upon due public Notice thereof,

It is also further hereby understood and agreed, and the said Mortgagor doth acknowledge that whenever it shall appear to to the satisfaction of the said Directors that the Property presently, and hereby Mortgaged to secure the amount of Stock allotted to said Mortgagor as aforesaid is not of

sufficient value, then the said Mississippi Union Bank shall have the right to reject the same, and in such case may require other security, or in default thereof, reduce the shares of such defaulter, to the amount sufficiently secured.

In testimony Whereof, the said George A Rose has hereunto set his hand and seal on this Nineteenth day of April in the year of our Lord Eighteen hundred and thirty Nine

George A. Rose (Seal)

State of Mississippi }
Madison County } Personally appeared before me L. S. Salomon Esquire the within or above named George A Rose 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 19th day of April A.D. 1839

L. S. Salomon J.P. (Seal)

William Sadler
Deed
Francis Sadler } Received for Record & Recorded April 20th 1839

This Indenture Made this Eighteenth day of April in the year Eighteen hundred and thirty nine and between William Sadler & Ann E. Sadler his wife of the County of Madison and State of Mississippi of the first part and Francis Sadler of said State and County of the second part, Witnesseth that the parties of the first part for and in consideration of the sum of five hundred Dollars to them in hand paid by the parties of the second part the receipt of which they do hereby acknowledge the said William Sadler and Ann E. Sadler his wife have bargained sold & conveyed and by these Presents do bargain sell and convey unto the said Francis Sadler and his heirs an undivided one half part of the following described lands to wit, The East half of the South East quarter of Section Number Twenty, The East half of the East half of section number twenty nine, The West half of the North West quarter of section number twenty Eight (less nine acres of the S. E. ¼ of Section number twenty) all of Township Number Nine of Range number Three East Containing about three hundred and ten acres, To Have and to hold said above described lands unto said Francis Sadler his heirs and assigns forever.

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

William Sadler (Seal)
Ann E. Sadler (Seal)

The State of Mississippi }
Madison County } This day personally appeared before me Matthew Cayce an acting Justice of the Peace in and for said County William Sadler the above named who acknowledged that he signed sealed and delivered the foregoing Deed as his voluntary act and deed, also Came the above named Ann E. Sadler wife of said William Sadler and being examined by me separately and in part from her said husband acknowledged that she signed sealed and delivered the foregoing deed on the day and year therein named and for the purposes therein expressed and as her voluntary act and deed freely without fear threats or compulsion of said husband

Given under my hand and seal

this the 20th Day of April A D 1839 M. C. Cayce & P. Pratt

Gideon Bass } Received for Record 22nd & Recorded April 25th 1839
Bill Sale } The State of Mississippi
Albert Upchurch } Madison County } Received of Albert Upchurch the sum of four hundred and seventy Eight Dollars and fifty eight Cents it being for the full purchase of a Negro Girl by the name of Dalley aged about twelve years. I warrant the said Negro Girl to be sound both in Mind and Body & the right & title to be free and clear from the demands of all and every person whatsoever. In testimony ——— I have hereunto set My hand & affixed My seal this 20nd of April A D. 1839

Gideon Bass {Seal}

The State of Mississippi } Personally appeared before me John S. Cameron Clerk
Madison County } of the Probate Court of said County the above named Gideon Bass and acknowledged that he signed sealed and delivered the foregoing Bill of sale on the day and year therein Mentioned as their act and deed. for the purposes therein specified.

Given under My hand and seal of office at Canton this 22nd day of April A D 1839

{Seal}

John S. Cameron Clerk

Hugh Sanders } Received for Record 24th & Recorded 25th April 1839
Mortgage } State of Mississippi
Mississippi Union Bank } Madison County } Mother Bank District

Whereas, Hugh Sanders a Citizen of said State residing in the County aforesaid being an owner of Real Estate, situated in the State of Mississippi on the 21st day of August in the year Eighteen hundred and thirty eight (being within the time Prescribed) at Canton in the County of Madison subscribed for Four hundred & Sixty two Shares of One hundred dollars each, amounting to Forty Six Thousand two hundred Dollars of the Stock of the Mississippi Union Bank Created and incorporated by an act of the Legislature of said State, approved on the twenty first day of January in the year Eighteen hundred and thirty seven, and reapproved on the fifth February 1838, for which said sum of Forty Six Thousand Two hundred dollars the said Hugh Sanders 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 Two Millions five hundred thousand dollars, of the loan to be obtained by means of the Bonds of the State, issued in Conformity with the fifth section of said Original act of incorporation at the times the said Bonds for that sum shall severally fall due, may thereby be assured, and to secure the annual payment of four per Centum upon the Principal and seven per centum interest on the loan he may receive from said Bank as stock for the 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. In the said Hugh Sanders hath offered and agreed to convey by deed of Mortgage to the said

Mississippi Union Bank, the following described property to, wit. Lot Number five, Six, and Seven in Section Number twenty six in Township Number Five of Range One East, the Section Number thirty five, the South West quarter; and West half of the North West quarter in Section Number thirty Six; the North half of Section Number Four, the North West quarter; the South East quarter; and the West half of the North East quarter of Section Number One in Township Number Nine of Range One East, containing in all Eighteen hundred and fifty acres, be the same more or less, situate and lying 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 Hugh Sanders Subject, however, said hereafter, if Need be to be graduated and reduced, or finally regulated, according to the Principals 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 Hugh Sanders doth acknowledge himself Debtor to the Mississippi Union Bank, in the said Sum of forty Six thousand two hundred dollars being the amount 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 Two Millions five hundred thousand Dollars of the Bonds of the State as aforesaid) and of the loan which the said Hugh Sanders 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 Hugh Sanders is specially desirous to secure as aforesaid: Therefore, This Indenture, Made and entered into this 24th day of April in the year Eighteen hundred and thirty Nine by and between Hugh Sanders and Nepsey ____ 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 Hugh Sanders and Nepsey 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 Two Millions five hundred thousand dollars issued in Conformity with the fifth and thirteenth Sections of said Original act of incorporation, with the interest thereon, shall be paid off and redeemed by the said Mississippi Union Bank, and until the said Hugh Sanders 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 Hugh Sanders 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 Hugh Saunders 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 Four hundred & Sixty two Shares (Subject to be graduated and reduced or repealed, 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, that the Present Mortgagor shall be bound as he doth hereby bind himself, to furnish other unincumbered Property of sufficient amount, and to execute thereon a Mortgage to the satisfaction of the Board of Directors of the said Mississippi Union Bank, within such reasonable time as the said Board of Directors may Prescribe.

The said Mortgagor, also, agreeing that if the whole amount of the Bond for the said Stock or any part thereof, or the whole amount of the Loan he may receive, as Stock holder, as aforesaid, or any Part thereof, shall not be punctually paid at such times and Places as the same may respectively become due and payment thereof be required, according to the true intent and meaning of the said original act of incorporation, and the act 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 five 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 Bearerby 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 Hugh Sanders and Nepsey his wife have hereunto set their hands and seals on this 24th day of April in the year of Our Lord Eighteen hundred and thirty nine.

Hugh Sanders (L.S.)
Nepsey Sanders (L.S.)

State of Mississippi } ss.
Madison County }

Personally appeared before me Tooker A Salmon Esquire an acting Justice of the Peace the within & above named Hugh Sanders 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 24 day of April AD 1839

T. A. Salmon J.P. (seal)

State of Mississippi } ss.
Madison County }

I Tooker A Salmon an acting Justice of the Peace in & for the County of Madison do hereby Certify that Mistress Nepsey Sanders Wife of the grantor, in the foregoing Deed of Mortgage Whose Name is also signed thereto, this day Personally appeared before me, and on a private examination apart from her husband, acknowledged that she signed, sealed and delivered the same as her voluntary act and deed, freely without any fear, threats or compulsion of her said husband.

Given under My hand and seal this twenty fourth day of April in the year of our Lord, one thousand eight hundred and thirty nine.

T. A. Salmon J.P. (seal)

David M. Porter
Lucd Ernst
Lewis Finley } Recorded for Record & Recorded April 26th 1839

This Indenture Made & entered into this 26th day of April AD 1839 between David M. Porter and Eliza A. C. Porter his wife of the County of Madison in the State of Mississippi of the one Part, and Lewis Finley of the same County and State, of the other part, Witnesseth that the said David M. Porter and Eliza A. C his wife for and in Consideration of the sum of five dollars to them in hand paid by the said Lewis Finley the receipt whereof is hereby acknowledged have granted, bargained, sold, aliened, conveyed and Confirmed, and by these presents do grant, bargain, sell, alien Convey and Confirm unto the said Lewis Finley his heirs & assigns, the following tract or Parcels of land lying and situate in the County

and State aforesaid, together with all the appurtenances thereunto belonging or in any manner appertaining viz: The North half of Section Eleven, and the South East quarter of section Eleven; and the North half of the East half of the South West quarter of section Eleven, of Township Ten, Range three East; and the West half of the North East quarter of section fourteen; and the North half of the East half of the North West quarter of section fourteen, Township ten, and Range three East, and also the North half of the North West quarter of section twelve, and the South West quarter of section One, and the South half of section two, and the West half of the North East quarter, and the East half of the North West quarter, of section two, of Township ten and Range three East; and also the East half of the South East quarter of section three Township Ten and Range three East; also the undivided third Part of the following tracts or Parcels of land lying & situate in the County of Attala, in the State aforesaid, with the appurtenances thereunto belonging or in any manner appertaining viz: The South West quarter and the East half of the North West quarter of section Thirty, and North East quarter, and the East half of the North West quarter of section thirty One, Township Thirteen, Range Seven East, Also the East half of the North East quarter, and the East half of the South East quarter of section twenty five, and the South West quarter, and East half of the North East quarter of section thirty six, Township Thirteen and Range Six East, Also section twenty Nine, and the North half of the West half of the North West quarter of section twenty eight, Township Thirteen Range Six East, also the East half of the North East quarter of section thirty five, and the South half and West half of the North West quarter of section thirty six Township Thirteen Range five East; Also the South East quarter, and the West half of the South West quarter of section six, and the South half, and the North East quarter and the East half of the North West quarter of section seven. Township fifteen and Range Nine East; Also the South East quarter of section One, the South West quarter of section two, and the North half, and South East quarter of section Eleven, and the whole of section twelve, and the North West quarter of section Thirteen, and the whole of section fourteen, and the South East quarter of section twenty two, and the South half, and North East quarter of section twenty three, and the East half of section twenty four, and the North West quarter of section twenty five, and the North half of section twenty six, and the North East quarter of section twenty seven, Township fifteen, and Range Nine East, Also the One undivided third part of the following tract or Parcel of land lying and situate in the County of Winston in the said State with the appurtenances thereof viz: The South West quarter of section six in Township fifteen and Range Ten East; also the One undivided third part of the following tracts or parcels of land lying and situate in the County of Kettibehah, in the said State, together with all the appurtenances thereof viz: The North half of section twenty eight, and the North East quarter of section twenty nine, and the South half of section twenty One, in Township Eighteen and Range Thirteen East; also the One undivided half of the following tracts or Parcels of land lying and situate in the County last aforesaid with the appurtenances thereof. Viz: The South West quarter of section twenty five, the South East quarter of section twenty six; the South half of section twenty seven; the North half and South East quarter of section Thirty four, and the South West quarter of section twenty Nine all in Township Eighteen and Range Thirteen East; also the One undivided half of the following tracts or Parcels of land lying and situated in the County of Carroll

and State aforesaid with the appurtenances thereof viz; the North half of section fourteen, the South West quarter of section thirteen the North West quarter of section twenty four, and the West half of the North West quarter of section twenty three also the following parcels or tracts of land lying & situate in the County of Madison in the State aforesaid, with the appurtenances thereof viz the East half of the South West quarter and the West half of the South East quarter, and the West half of the North East quarter of section seven in Township Eighteen, Range four East; Also the following lots of ground or Parcels of land lying and situate in the Town of Madisonville in the County of Madison aforesaid, together with all and singular the houses and buildings thereon and all the appurtenances of whatever kind thereunto belonging, viz Lots No Ninety five, No Ninety six, No Ninety seven, No Ninety eight, No Ninety nine, No One hundred and One hundred and One, in Square No Nine in the plan of said Town, together with the following articles of Personal property viz the following Slaves Charles, aged twenty five, Harry aged thirty, Ambrose aged twenty nine, Jake aged thirty five, Edward thirty five, Jim aged thirty, Joe aged twenty nine, Tom aged twenty five, Tony aged twenty nine, Peter aged twenty, Aberdeen aged nineteen, George aged twenty eight, Sam aged five, Willis aged three, Little George aged five, Jane aged twenty five Ann aged Eighteen, Grace aged twenty four, Mary aged Nineteen, Milly aged thirty, Mariah aged twenty four, Rose aged thirty, Caty aged twenty five, Polly aged twenty five Sophy aged Seventeen, Eliza aged ten, Betty aged Eleven, Phebe aged Eighteen, Sally aged thirty, Martha aged Sixteen, and seven children, Slaves, namely Priscilla Emma, Cecilia, Amanda, Oscar, Franklin & Flora, making in all thirty Eight, together with Eighteen Mules, seven Horses, & three Waggons, To Have and to Hold the said Real & Personal Property to the said Lewis Finley his heirs & assigns to their Proper use and behoof forever, In trust, However, and for the purposes hereinafter mentioned that is to say; Whereas Wm Wade is liable jointly with the said David M. Porter, and as Surety of the said David M. Porter on a Promissory Note drawn by the said Wm Wade & David M. Porter, for the sum of Three thousand Six hundred and Nine dollars and thirteen cents, Payable to the Grand Gulph Rail Road and Banking Company and which said Note became due on the twenty fifth day of November in the year one thousand eight hundred & thirty eight; and Whereas also the said William Wade is liable as Surety for the said David M. Porter on a Promissory Note jointly drawn by the said Wm Wade & David M. Porter for the sum of Three thousand dollars, Payable to the Mississippi and Alabama Rail Road Company, which said Note is now in suit in the Madison County Circuit Court; and Whereas also the said Wm Wade and D. M. Haley are liable with the said David M. Porter, as sureties of the said David M. Porter on a Promissory Note drawn by the said David M Porter, Wm Wade and D. M. Haley, for the sum of Three thousand Dollars payable to the Citizens Bank of Madison County, which last mentioned Note is also in suit in the Madison County Circuit Court; and Whereas Thomas J. Scott, is liable as Surety for the said David M. Porter on a Bill of Exchange drawn by the said David M. Porter and Thos J Scott on the house of Hobson & Gooch, of New Orleans, for the sum of Ten thousand Dollars, which said Bill will be due on the first day of February in the year Eighteen hundred & forty; and Whereas B. G. Marshall and Eby B. Warren are liable as sureties for the said David M Porter on a Promissory Note drawn by the said David M. Porter, B. G. Marshall & Eby B. Warren, for the sum of Six thousand One hundred & Ninety two dollars and fifty Cents, dated the first day of May in the year Eighteen hundred and thirty eight, and which will be due on the first

day of May in the year Eighteen hundred & forty one, Payable to Wm P. Anderson; And, Whereas the said B. G. Marshall & Ely B. Warren are liable as Sureties for the said David M. Porter on a Promissory Note, drawn by said David M. Porter, B. G. Marshall and Ely B. Warren, for the sum of Six thousand One hundred and Ninety two dollars & fifty Cents, Payable to Wm P. Anderson dated the first day of May in the year one thousand Eight hundred & thirty Eight, and which will be due on the first day of May in the year One thousand Eight hundred & forty two, And Whereas Wm P. Anderson is liable as Surety for the said David M. Porter on a Promissory Note drawn by the said David M. Porter and Wm P. Anderson, for the sum of Eight thousand two hundred & thirty Eight dollars, Payable to Wm Montgomery, dated, on or about the fifteenth day of April in the year, One thousand Eight hundred & thirty Eight. and which will be due on or about the fifteenth day of April in the year One thousand Eight hundred & forty two, And Whereas the said David M. Porter is desirous to secure the said Wm Wade. D. W. Healey, Thomas J. Scott, Ely B. Warren and Wm P. Anderson by the Provisions of this Indenture, against all injury, harm costs and Charges of Whatever Kind which may arise to them by reason of their aforesaid Suretyship in their said liabilities with the said David M. Porter: It is now therefore declared to be the sole purpose and intention of this Indenture, that if the said David M. Porter shall fail or neglect to pay off and discharge the said Promissory Notes and Bill at such times as they shall respectively become & fall due, or within such time thereafter as to save harmless and free from all costs & Charges, by reason of the same, the said Wm Wade. D W Healey Thomas J Scott Ely B Warren and Wm P Anderson, his Sureties as aforesaid; or if the said David M Porter shall fail or neglect in any other manner whatever, to save harmless and free from all Costs & Charges, by reason of their said Suretyship. the said Wm Wade, D W Healey, Thomas J Scott, Ely B Warren, & Wm P Anderson his Sureties as aforesaid: then and in that case, it is herein made and declared to be the duty of the said Lewis Finley at such times as such of the said Notes, together with said Bill as already, at the date of this Indenture, are not due & Payable shall become due and payable, or within such times thereafter as the aforesaid declared purposes of this Indenture shall make requisite and necessary, and in like manner with such of said Notes as are already, at the date of this Indenture due & Payable, and at the request of the said Wm Wade. D W Healey, Thomas J. Scott, Ely B. Warren. and Wm P. Anderson, or of any one of them to take into the Possession of him the said Lewis Finley the Property of the said David M Porter hereinbefore set forth and described and after giving ten days notice thereof in the Case of the Personal property, and thirty days Notice thereof in the Case of the Real Estate aforesaid in some newspaper Published in the County where said Parcels of property Personal & Real Estate may lie and be at the times of such Publication to expose the said property, Personal and Real Estate, or so much thereof as will be necessary to accomplish the Purposes of this Conveyance, to Public sale, and to sell the same to the highest bidder for Cash: and to apply the Proceeds of said sale or sales in the first instance, to pay off and discharge the aforesaid debts by Notes & Bill of the said David M Porter, on which the said Wade, Healey, Scott, Warren and Anderson are jointly liable with him and from the Proceeds of such sale or sales to indemnify said Wade Healey Scott Warren and Anderson for any damage or loss, which they may have sustained, or any one of them by reason of their Suretyship as aforesaid, and then

The State of Mississippi } I Lewis Finley Trustee in the annexed deed of Trust do hereby acknowledge satisfaction of the debts and liability intended to be secured by said Deed for the benefit of Wm Wade, D. W. Healey and Thomas J. Scott so far as regards the debts herein [illegible] Madison County } and being [illegible] as [illegible] Commissioner [illegible] Estate and [illegible] and [illegible] release and forever discharge said Property from all [illegible] for said debts and liabilities so far as [illegible] are concerned.

after defraying out of the said Proceeds the expense of Executing these purposes & Provisions of this Indenture it shall be the duty of the said Lewis Finley to pay over to the said David M. Porter the Surplus of any there be, It is herein further Stipulated & agreed by and between the said Parties that the said Property herein before set forth shall be Permitted to remain in the Possession of the said David M. Porter until such time as it is herein before Provided for the said Lewis Finley to take the same into his possession & control,

In testimony Whereof the said Parties hereunto set their hands & seals the day & year above written,

Signed sealed & delivered in Presence of } D. M. Porter {seal}
Eliza A. C. Porter {seal}
Lewis Finley {seal}

The State of Mississippi }
Madison County ss } Personally appeared before me John J. Cameron Clerk of the Probate Court of said County the above named David M. Porter and Lewis Finley Who acknowledged that they signed sealed and delivered the foregoing Deed of Trust on the day and year therein Mentioned as their act and deed, Also appeared before me Eliza A. C. Porter Wife of David M. Porter the grantor in the foregoing Deed of Trust whose name is also signed thereto, and on a Private examination separate and apart from her husband acknowledged that she signed sealed and delivered the same as her voluntary act and deed freely without any fear threat or compulsion of her said husband.

{Seal} Given under my hand and seal of office at Canton this 26th day of April A.D. 1839.

John J. Cameron Clerk

Starks & Jones Deed } Received for Record 22nd & Recorded 27th April 1839
Lewis Gartley } Know all Men by these Presents that this deed of Bargain & Sale made & concluded upon this seventh day of January in the year of our Lord one thousand eight hundred and thirty three Between John J. Starks and Joseph Jones on the one part, and Lewis Gartley of the other part, all of Madison County, Mississippi Witnesseth that the said John J. Starks and Joseph Jones for and in Consideration of the sum of five hundred Dollars good & lawful Money of the United States Well & truly paid to them by the said Lewis Gartley, have bargained & sold & by these ——— do give grant, bargain & sell unto him the said Lewis Gartley his heirs & assigns all those improvements tracts or parcels of land herein mentioned viz: The N½ of W½ N.W¼ of Section No 1 Township No 9 of Range No 1 East Containing 39 49/100 acres. The E½ of S.E¼ of Section No 2 Township No 9 of Range No 1 E. Containing 78 56/100 acres the East ½ of W½. S.W¼ of Section No 1 Township No 9 Range No 1 East. Containing 39 26/100 acres and the S½ of E½. N.E¼ of Section No 2 Township No 9. of Range No 1 East Containing 39 43/100 acres. Which tracts or parcels of land the said John J. Starks and Joseph Jones do sell and convey to the said Lewis Gartley together with all and singular the rights, Members & appurtenances thereof whatsoever unto him the said Lewis Gartley his heirs and assigns forever and this deed to be held good as if all forms of law had been complied with. In Witness Whereof We the said John J. Starks & Joseph Jones have hereunto set our hands & seals the day & year above written

Signed & sealed in the Presence of } John J. Starks {seal}
Joseph Jones {seal}
Samuel Pearce } Mary Jane Jones {seal}

State of Mississippi } Personally appeared before me J. B. Robinson an acting
Leake County } Justice of the Peace in and for the County aforesaid Joseph Jones who acknowledged that he signed sealed and delivered the foregoing deed for the use and purpose therein contained.

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

J. B. Robinson J. P. {Seal}

State of Mississippi }
Leake County } Be it Remembered that on this the 18th day of April 1839 Personally appeared before me J. B. Robinson a justice of the Peace in & for the County & state aforesaid Mary Jones the wife of Joseph Jones who on a Private examination apart from her husband acknowledged that she signed sealed & delivered a deed of Conveyance from her said husband to Lewis Gartley as her own voluntary act and deed freely without fear threats or Compulsion from her husband, and that she by these Presents do ratify & confirm all & each & every thing in said deed done by her husband & self, and for all the purposes therein Contained

As given under My hand and seal this the day & year above written,

J. B. Robinson J. P. {Seal}

The State of Mississippi }
Madison County } This day Personally appeared before me the undersigned an acting Justice of the Peace for said County Littleberry R. Starks who being duly sworn saith that he believes his Brother John S. Starks and his wife Nancy Starks who conveyed a Certain tract of land to Lewis Gartley by deed of date fourth day of January One thousand Eight hundred and thirty three are both deceased. That he knows the signature of his said Brother and do hereby ~~that~~ he believes that the signature to the above deed is that of his said Brother —
Sworn to and subscribed before me this
22nd April 1839

L. R. Starks {Seal}

Lewis Sutherland J. P. {Seal}

The State of Mississippi } This day Personally appeared before me the undersigned an acting justice of the Peace for said County Hugh
Madison County } Sanders who being duly sworn saith that Samuel Pearce subscribing Witness to the above deed is absent out of the limits of the State, and cannot be found to prove the above to be the deed of said John S Starks
sworn to and subscribed before me
this 22nd April 1839

Hugh Sanders —

Lewis Sutherland J. P. {Seal}

James L. Heines } Received for Record 25th & Recorded 30th April 1839
and
L. R. Starks } This Indenture Made and entered into between James L. Heines of Hinds County and L. R. Starks of Madison County both of the state of Mississippi Witnesseth That the said James L. Heines hath given granted bargained and sold unto the said L. R. Starks a Certain tract and parcel of land situate lying and being in the County of Madison and on Bear Creek being by Survey the W½ S E¼ of Section No 15. Township No 8 of Range No 2 East, Containing Twenty Nine acres and 84/100 of an acre and doth by these presents give grant, bargain and sell the above described quantity of land unto the said L. R. Starks for the Consideration of Three hundred dollars to me in hand paid the Receipt whereof is hereby acknowledged, and doth by these presents bind myself

my Wife. My heirs Executors administrators and assigns to warrant and forever defend the rights & title of the above described land with all and singular the hereditaments and appurtenances thereunto belonging unto the said L. R. Starke his heirs Executors administrators and assigns free from all Claims of my self my wife or of any other person or persons whatsoever, unto the said L. R. Starke his heirs & assigns forever.

In Witness Whereof we have unto set our hands and seals this 31st day of March in the year of our Lord 1833

J. L. Heimes {seal}
Mary her X mark Heimes {seal}

State of Mississippi
Madison County } Personally appeared before me the undersigned Justice of the peace in & for said County James L. Heimes and acknowledged that he signed sealed & delivered the above deed for the uses & purposes therein contained and on the day and year therein written. — Given under my hand & seal this 1st day of April 1833

C. N. Ewing J. P. {seal}

State of Mississippi } Know all Men by these Presents that I Mary Heimes Wife of the within
Madison County } named James L. Heimes doth remise release and relinquish, and by these presents doth forever remise release and relinquish all my right title interest and claim in and to my dower in the within conveyed premises unto L. R. Starke his heirs & assigns forever, and do hereby covenant for myself my heirs &c that I will forever warrant and defend the above title to dower unto the said L. R. Starke and his assigns forever.

In testimony Whereof I have hereunto set my hand and affixed my seal this 23rd day of April A.D. 1839

State of Mississippi
Madison County } Personally appeared before me Hugh A. H. Lawson an acting Justice of the Peace for said County Mary Heimes the wife of the within named L. Heimes who being examined by me separate and apart from her said husband who acknowledged that she signed sealed and delivered the above relinquishment of dower without fear threat or compulsion on the part of her said husband as her own free voluntary act and deed for the purpose therein specified and on the day and year therein mentioned. Given under my hand & seal this 23rd day of April 1839

Mary her X mark Heimes {L S}

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

Thomas Noble
Bill of Sale
Isaac Noble } Received for Record April 22nd & Recorded 1st May 1839

Know all Men by these Presents that I Thomas Noble of the County of Madison & State of Mississippi for and in Consideration of the sum of Two Hundred Dollars to me in hand paid by Isaac Noble late a Citizen of Jefferson County & State aforesaid & now a Citizen of Green County in the State of Illinois, at or before the sealing and delivery of these Presents, the receipt whereof I do hereby acknowledge have granted, bargained and sold, and by these Presents do grant bargain and sell unto the said Isaac Noble his Executors Administrators and assigns all of the following named & described Negroes, Slaves for life Viz Sam about forty years of age & his three Children. Lim three years old: Sussem two years old & Aaron five Months old; Henry forty years old, his wife thirty four years old. and their two Children, Henry three years old & William Six Months old. Isaac forty five years old. his wife twenty two years old & their Child Emily four Months old, Maxey thirty Eight years

" " " " " " " " " " " " " " " "

old, Jacob Eighteen years old, Lucinda Sixteen years old, Joe. fifty years old, Lucy forty five years old, and Betsey Sixteen years old in all seventeen in Number To Have and to Hold all & singular the Slaves above bargained and sold or intended so to be, to the said Isaac Noble his Executors Administrators & assigns forever, and I the said Thomas Noble, for my self, my heirs Executors & administrators the right & title in & to the said Slaves, unto the said Isaac Noble his Executors administrators & assigns, against me the said Thomas Noble, my Executors & administrators, and against all and every other Person and Persons whomsoever shall & will warrant and forever defend by these presents,

In Witness Whereof I the said Thomas Noble have hereunto set my hand & seal this 4th day of April A.D. 1839

Signed sealed & delivered in Presence of as
J. Dunbar
A. Williams

Thos Noble {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 Noble and acknowledged that he signed sealed and delivered the foregoing instrument as his act and deed on the day and year therein mentioned.

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

{Seal}

John T. Cameron Clerk

Robert Foster } Received for Record April 22nd & Recorded 1st May 1839
Lud
Richard Allen } This Indenture Made this fifth day of January one thousand Eighty hundred and thirty Eighty between Robert Foster of the County of Adams and State of Mississippi of the first part, and Richard Allen Jr of the County of Madison and State aforesaid of the second part, Witnesseth that the said Robert Foster for and in Consideration of the Sum of Seven Hundred dollars in hand paid at or before the signing and sealing these presents (the receipt whereof is hereby acknowledged) have granted, bargained and sold and by these presents does grant, bargain and sell unto the said Richard Allen his heirs and assigns all that tract or parcel of land situated lying and being in the County of Madison and State aforesaid and designated and known as the N½ W½ S E¼ section 35 Township 12 N Range 3 East, Containing forty acres More or less. together with all the rights privileges and appurtenances to said tract or Parcel of land belonging or in any wise appertaining, To Have and to Hold the same tract or parcel of land with the rights, privileges and appurtenances aforesaid unto the said Richd Allen his heirs and assigns forever, And the said Robert Foster for himself his heirs Executors and assigns the said tract or parcel of land together with the rights privileges and appurtenances thereto belonging or appertaining unto the said R. Allen his heirs or assigns free from the Claim or Claims of the said Robt Foster his heirs Executors and administrators and of all and every Person or persons whatsoever shall will and does forever warrant and defend by these Presents

In Witness Whereof I have hereunto set my hand & seal the day and date first above Written

Robert Foster {Seal}

State of Mississippi } Personally appeared before me Saml Hamblin an acting Justice
Madison County } of the Peace in and for said County Robert Foster who acknowledged
that he signed sealed and delivered the foregoing deed on the day and year therein
mentioned as his own act and deed and for the express purpose therein mentioned

Given under my hand and seal this 5th day of January 1838

Saml Hamblin J. P. (Seal)

E. Turnage Admr } Received for Record 22nd April & Recorded 1st May 1839
And
Richard Allen Senr } This Indenture Made the fifth day of January 1839 between
Elisha Turnage of the County of Leake Admr & Caroline Walker of the County of
Madison in the State of Mississippi Admrx of the Estate of Jas Walker dec^d of
the first part, and Richard Allen Senr of the 2nd part of the County of Madison
& State aforesaid, Witnesseth that the said Turnage & C. Walker Admr & Admrx
as aforesaid for and in Consideration of the Sum of fifty Dollars
to them in hand paid the receipt whereof is hereby acknowledged & therefrom
acquit and forever discharged the said the said R. Allen & his heirs Executors
& admrs by these Presents have granted sold & by these Presents does grant
bargain sell & Convey unto the said R. Allen & his heirs & assigns forever
all of the foll-owing land lying and being in the County of Madison & State
aforesaid and known as the S½ of the W½ of N W¼ Sect 36 Township 12
Range 3 East, together with all and singular the appurtenances thereunto belonging
or in any wise appertaining, and also the Estate right title interest property
claim & demand whatsoever of them the said E. Turnage & C. Walker Admr & Admrx
as aforesaid in Law or Equity or otherwise howsoever of in to or out of the same
To Have and to Hold the said land & Premises hereby granted with the appur-
tenances unto the said R. Allen his heirs and assigns forever in fee simple
to the only proper use and behoof of the said R. Allen and his heirs & assigns
forever, and the said Turnage & Walker for themselves their heirs Executors &
administrators does Covenant, Promise grant & agree to & with the said R.
Allen his heirs and assigns by these presents that they the said E. Turnage
Admr & C. Walker Administratrix of the Estate of James Walker dec^d and their
heirs the said above mentioned land and Premises hereby granted with the
appurtenances unto the said R. Allen Senr his heirs and assigns against them
the said E. Turnage & C. Walker Admr & Admrx and their heirs & against all
and every person & persons whomsoever lawfully claiming or to claim same
shall & will warrant and forever defend by these presents,

In testimony Whereof the said E. Turnage & C. Walker hath
hereunto set their hands and affixed their seals the day and date first
above Written,

Elisha Turnage (Seal)
Caroline her × mark Walker (Seal)

The State of Mississippi }
Madison County ss } Personally appeared before me John T. Cameron
Clerk of the Probate Court of said County Elisha Turnage Administrator
and Caroline Walker Administratrix of James Walker dec^d and ac-
knowledged that they signed sealed and delivered the annexed and
foregoing deed on the day and year therein mentioned as their
act and deed as Admr & Admrx as aforesaid for the purposes therein
specified — — — — — Given under my hand

and seal of Office at Canton this 22nd day of April AD 1839
John T. Cameron Clerk

Bennett R. Tinsley
Title Bond
Lemuel Burns

Received for Record April 22nd & Recorded May 1 AD 1839
State of Mississippi
Madison County

Know all Men by these Presents that I B. R. Tinsley of the County and State aforesaid am held and firmly bound unto Lemuel Burns in the penal sum of Seventy seven thousand Six hundred dollars to which payment well and truly to be made I bind my self my heirs Admr and assigns severally and firmly by these Presents Sealed and dated below. — The Condition of the above Obligation is such that whereas the above bounden B. R. Tinsley has bargained and sold unto the said Lemuel Burns seven hundred and twenty one 3/100 acres of land being situated in the County and State aforesaid, was subject to entry at the land office at Clinton and is further known as being the East half of Section No Twenty three and East half of the North West quarter, and East Half of the South West quarter of same Section, also the N W 1/4 and N 1/2 of the West half South West fourth of Section No twenty four. all of Township No Ten of Range No Four East. Now if the said Lemuel Burns Pays his two Promissory Notes. one of which for the sum of Six thousand Eight hundred and five Dollars and Eighty two Cents due the first day of Febry 1838. and the other for the sum of Six thousand Eight hundred and fifteen dollars payable the first day of February 1839 then the said Tinsley binds himself his Admrs and assigns under the forfeiture of the above sum to make to the said Lemuel Burns a good and complete title to the above described tract or Parcel of land.

Given under my hand and seal this 24th day of March 1837
B. R. Tinsley.

Allstrup
T. Creighton

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 Bennett R. Tinsley and acknowledged that he signed 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 22nd day of April AD 1839
John T. Cameron Clerk

John K. Ward
Mortgage
Mississippi Union Bank

Received for Record April 24th & Recorded 2nd May 1839
State of Mississippi
Madison County } Mother Bank District.

Whereas John K. Ward a Citizen of said State residing in the County aforesaid Being an owner of Real Estate, situated in the State of Mississippi on the 28th day of August in the year Eighteen hundred and thirty Eight, (being within the time prescribed) at Canton in the County of Madison subscribed for One hundred & Twenty two Shares of One hundred dollars each. Amounting to Twenty thousand two hundred dollars of the Stock of the Mississippi Union Bank Created and incorporated by an act of the Legislature of said State approved on the Twenty first day of January in the year Eighteen hundred and

thirty seven, and was proved on the fifth February 1838, for which said sum of seventeen thousand two hundred Dollars, the said John K. Ward 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, according to the provisions of the Eighth section of said Original act of incorporation of said Bank to secure the payment of the said Bond, for the Stock so Subscribed as aforesaid that the payment of the Capital and Interest of Ten Millions five hundred thousand dollars, of the loan to be obtained by means of the Bonds of the State issued in conformity with the fifth section of said Original act of incorporation, at the times the said Bonds for that sum shall severally fall due, may thereby be assured: And to secure the annual Payment of four Per centum upon the principal and seven per Centum interest on the loan he may receive from said Bank as stockholder therein, according to the Provisions of the thirty first section of the Original act of incorporation at such times and places as the same may be required, he the said John K. Ward hath offered and agreed to convey by deed of Mortgage, to the said Mississippi Union Bank the following described Property to Wit; The West half of the South West quarter, the South Half of the East Half of the South West quarter, of Section Number Eleven, the West Half of the North West quarter, the South Half of the East half of the North West quarter: The South West quarter, and West Half of the South East quarter of Section Number fourteen, and the East Half of Section Number fifteen all in Township Number Two of Range Number Three East, Containing in all Eight hundred acres of land situate and now being in the County of Madison, which said Property, the Board of directors of the said Mississippi Union Bank have as is hereby acknowledged, deemed sufficient, and, at least, for the Present equal to the above mentioned number of shares of the Stock so Subscribed as aforesaid which after the recording of these Presents, shall belong to the said John K. Ward 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 John K. Ward doth acknowledge himself debtor to the Mississippi Union Bank, in the said sum of Seventeen thousand two hundred dollars being the amount of the shares of the Stock of said Bank so Subscribed as aforesaid, of which he is to be 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 John K. Ward 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 John K. Ward is specially desirous to secure as aforesaid.

Therefore, this Indenture, Made and entered into this twenty fourth day of April in the year Eighteen hundred and thirty Nine by and between John K. Ward a Citizen of the State of Mississippi, and residing in the County of Madison aforesaid, of the one part, and the Mississippi Union Bank, Created and incorporated, by the Legislature of said State of the other part, Witnesseth that the said John K. Ward for and in Consideration of the Premises before recited

and of the further consideration of One Hundred Dollars to him in hand paid, and to secure the Payments aforesaid, does hereby grant, bargain, sell, convey, and Mortgage, and by these presents has granted, bargained, sold, Conveyed and Mortgaged unto the said Mississippi Union Bank, all and singular the above described property To Have and to Hold the said above described Property, unto the said Mississippi Union Bank, until the Bonds of the State, for said Sum of Ten Millions five hundred thousand Dollars issued in Conformity with the fifth and thirteenth sections of said Original act of incorporation, with the interest thereon, shall be paid off and redeemed by the said Mississippi Union Bank, and until the said John K. Ward 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 Priviliged 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 John K. Ward do previously transfer said Stock and be discharged in the Manner and form prescribed by the twenty Ninth section of the Original act of incorporation and fifth section of the act Supplemental thereto, And upon such payments, or transfer and discharge as aforesaid, then and 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 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 John K. Ward that there is no judgement against him (or if there be any, stating the amount), and that there is no Mone 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 One hundred and seventy two Shares (Subject to be graduated and reduced or rejected, as aforesaid) of the Stock of the said Mississippi Union Bank, and entitled as such, to all the rights, faculties, advantages and profits to which the Stockholders of the said Bank are entitled, according to the true intent and Meaning of the said Original act of incorporation and of the act Supplemental thereto as aforesaid. It is also hereby expressly

understood and agreed that in case hereafter the right, title or titles through which the Present Mortgagor derives the above described property, should be deemed insufficient, on account of some defect therein, or if any Claim either by Judgement or Conveyance, should be successfully asserted thereto, then the present Mortgagor shall be bound as he doth hereby bind himself to furnish other unincumbered property of sufficient amount, and to execute thereon a Mortgage to the satisfaction of the Board of Directors of the said Mississippi Union Bank within such reasonable time as the said Board of Directors may prescribe — The said Mortgagor also agreeing that if the whole amount of the Bond for the said Stock, or any part thereof, or the whole amount of the loan he may receive as Stockholder, as aforesaid or any part thereof, shall not be punctually paid at such times and places as the same may respectively become due, and payment thereof be required according to the true intent and meaning of the said original act of incorporation, and the act supplemental thereto then this present Mortgage, and the sums of Money hereby secured by virtue of the twenty sixth section of the said original act of incorporation, shall bear ten per centum interest per Annum, after Maturity, if not punctually paid, and the said Mississippi Union Bank may and shall have the right to cause the said property Mortgaged as aforesaid, in whose hands soever the same may be found, or a sufficient quantity thereof to be seized and sold to obtain the payment of any sum or sums of Money which the said Mortgagor may owe as Stockholder, either on said Stock, or on said Privileged loan according to the laws of this State, and to the true intent of the said original act of incorporation, upon due public notice thereof. It is also further hereby understood and agreed, and the said Mortgagor doth acknowledge that whenever it shall appear to the satisfaction of the said Directors that the Property, Presently and hereby Mortgaged to secure the amount of Stock allotted to said Mortgagor as aforesaid, is not of sufficient value then the said Mississippi Union Bank, shall have the right to reject the same and in such Case may require other security or in default thereof, reduce the shares of such defaulter to the amount sufficiently secured

In testimony whereof the said John K. Ward has hereunto set his hand and seal on this 24th day of April in the year of our Lord Eighteen hundred and thirty Nine

State of Mississippi } ss. John K. Ward {Seal}
Madison County }

Personally appeared before me John T. Cameron Clerk of the Probate Court of said County the within or above named John K. Ward who acknowledged that he signed sealed and delivered the foregoing deed of Mortgage on the day and year therein mentioned as his act and deed.

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

John T. Cameron Clerk

John L. Sherrod Mortgage to Mississippi Union Bank } Received for Record April 24th & Recorded 3rd May 1839
State of Mississippi & Mother Bank District
Madison County

Whereas John L. Sherrod a Citizen of said State residing in the County aforesaid Being an owner of real Estate situated in the

State of Mississippi on the 21st day of August in the year Eighteen hundred and thirty Eight (being within the time prescribed) at Canton in the County of Madison subscribed for One Hundred & three shares of One hundred dollars each, amounting to Ten thousand, three hundred dollars of the Stock of the Mississippi Union Bank, Created and incorporated by an act of the Legislature of said State, approved on the twenty first day of January in the year Eighteen hundred and thirty seven, and re approved on the fifth February 1838, for which said sum of Ten thousand, three hundred Dollars the said John L Sherrod 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 Bond of the State, issued in Conformity with the fifth section of said original act of incorporation, at the times the said Bonds for that sum shall severally fall due, may thereby be assured; And to secure the annual payment of four Percentum upon the Principal, and seven 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 John L. Sherrod hath offered and agreed to Convey, by deed of Mortgage, to the said Mississippi Union Bank the following described property, to wit; The South half of the South East quarter of Section Number Twelve in Township Number Nine of Range Number four East; The North West quarter of Section Number Thirteen in same Township and Range. The West half of the North East quarter of same Section Township and Range: the North half of the South West quarter of same Section Township and range And the East half of the North East quarter of Section Number Nineteen in same Township Range Five East; Containing together four hundred and Eighty acres of land, situate and now lying 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 John L Sherrod subject however, and hereafter, if need be to be graduated and reduced or finally repealed, according to the principles embodied in the second and twenty fifth sections of the said original act of incorporation, and as modified and varied by the Eighth section of the act supplementary thereto approved the fifteenth day of February 1838; Wherefore the said John L Sherrod doth acknowledge himself debtor to the Mississippi Union Bank, in the said sum of Ten thousand Three hundred Dollars being the amount of the shares of the Stock of said Bank so subscribed as aforesaid of Which he is to be holder by virtue of these presents the payment of Which (in order to secure the payment of the Capital and interest of Ten Millions five hundred thousand dollars of the Bonds of the State as aforesaid) and of the loan Which the said John L Sherrod 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 John L Sherrod is specially desirous to secure as aforesaid —

Therefore this Indenture Made and entered into this 9th day of April in the year Eighteen hundred and thirty Nine by and between the said John L. Sherrod and Lucinda 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 John L. Sherrod and Lucinda 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 two Million five hundred thousand dollars issued in conformity with the fifth and thirteenth sections of said original act of incorporation with the interest thereon, shall be paid off and redeemed by the said Mississippi Union Bank, and until the said John L. Sherrod 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 John L. Sherrod do previously transfer said Stock and be discharged, in the manner and form prescribed by the twenty ninth section of the original act of incorporation and fifth section of the act supplemental thereto, And upon such payments or transfer and discharge as aforesaid then and thenceforth, as well this present Indenture and the Estate hereby granted, Conveyed and Mortgaged, as the Bond aforesaid shall cease determine, and become absolutely null and void any thing herein Contained to the Contrary notwithstanding, otherwise to remain in full force and effect in law and Equity forever, And the said Mississippi Union Bank doth hereby declare that it accepts the bond of even date herewith and the Mortgage hereby executed and entered into in favor of said Bank and doth further declare, that upon the Recording of these presents and upon the production of 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 and Mortgage or other incumbrance of Record thereon; and upon the production of a second Certificate bearing date at least three months subsequent to the day of the Recording of these Presents, that no other Mortgage or incumbrance whatever upon said land was Recorded or delivered for Record in the office of said Clerk, and that since the date of the act of Recording these Presents no other Mortgage, deed of Conveyance or incumbrance whatever upon the aforesaid property has been recorded or delivered for Record.— And upon the Production of the Certificate of the Clerk of the Circuit Court of the County of the residence of the said John L. Sherrod, 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 one hundred and three shares (subject to be graduated and reduced or rejected as aforesaid) of the Stock of the said Mississippi Union Bank, and entitled as such to all the rights, franchises advantages and Profits to which the Stockholders of the said Bank are entitled, according to the true intent and meaning of the said original act of incorporation, and 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 to the true intent of the said original act of incorporation upon due public notice thereof. It is also further hereby understood and agreed and the said Mortgagor doth acknowledge, that whenever it shall appear to the satisfaction of the said Directors that the property, presently and hereby Mortgaged to secure the amount of Stock allotted to said Mortgagor as aforesaid is not of sufficient value then the said Mississippi Union Bank shall have the right to reject the same, and in such Case may require other security, or in default thereof, reduce the shares of such defaulter to the amount sufficiently secured.

In testimony whereof the said John L. Sherrod and Lucinda his Wife have hereunto set their hands and seals on this 24th day of April in the year of our Lord Eighteen hundred and thirty Nine

J. L. Sherrod {seal}

Lucinda his × mark Sherrod {seal}

State of Mississippi } ss
Madison County } Personally appeared before me Tookes S. Salmon a acting Justice of the Peace in and for said County the within or above named John L. Sherrod who acknowledged that he signed sealed and delivered

the foregoing deed of Mortgage on the day and year therein mentioned as her act and deed. Given under my hand and seal this 24th day of April AD 1839

State of Mississippi } T. S. Salmon J. P. {Seal}
Madison County ss } I Sooker S Salmon an acting Justice of the Peace in and for the County of Madison State aforesaid do hereby certify that Mistress Lucinda Thurod wife of the grantor in the foregoing deed of Mortgage whose name is also signed thereto this day personally appeared before me and on a private examination apart from her husband acknowledged that she signed sealed and delivered the same as her voluntary act and deed freely without any fear threats or compulsion of her said husband

Given under my hand and seal this twenty fourth day of April in the year of our Lord one thousand eight hundred and thirty nine

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

John Stone Sr } Received for Record April 30th & Recorded 4th May 1839
Deed
Everly & Rees } This Indenture Made and entered into this 30th day of April AD 1839 by and between John Stone Sr and Lucinda Stone his wife of the County of Madison and State of Mississippi of the first part, and William Everly and Bartholomew Rees of the City of Philadelphia and State of Pennsylvania of the second part. Witnesseth, That the said John Stone Sr and Lucinda Stone his wife for and in Consideration of the sum of Seventeen hundred Dollars to them in hand paid the receipt whereof is hereby acknowledged, they the said party 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 all the right, title Claim interest or demand whatsoever of them the said party of the first part of in and to the following described tract or parcel of land to Wit The West half of the South East quarter, The East half of the South West quarter, and the South half of the West half of the South West fourth of Section Number Nine of Township Number Eleven of Range Three East. Containing Two hundred Acres More or less situate and being in the County of Madison and State of Mississippi together with all and singular the Appertenances and appurtenances thereunto belonging or in any Manner appertaining. To Have and to Hold the said tract of land with the appurtenances thereunto belonging unto the said William Everly and Bartholomew Rees their heirs Executors Administrators and assigns forever. And the said party of the first part for themselves their heirs Executors and administrators the aforesaid land with the appurtenances unto the said party of the second part their heirs or assigns against the Claim or Claims of all persons whatsoever doth and will forever warrant and defend by these presents.

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

John Stone Sr {Seal}
L. B. Stone {Seal}

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

of the Probate Court of said County John Stone Jr and Lucinda B. Stone his wife who acknowledged that they signed sealed and delivered the foregoing deed on the day and year therein mentioned as their act and deed. And the said Lucinda B. Stone on a private examination separate and apart from her said husband acknowledged that she signed sealed and delivered said deed as her voluntary act and deed freely without any fear threats or compulsion of her said husband.

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

{Seal} John T. Cameron Clerk

John A. Grimball } Received for Record & Recorded May 4th 1839
and
L. R. Starkes }

This Indenture Made and entered into between John A Grimball of the County of Hinds and State of Mississippi of the first part and Littleberry R Starkes of the County of Williamson and State of Tennessee of the second part Witnesseth that the said John A Grimball doth in consideration of the sum of One hundred and ten Dollars paid by the said Littleberry R. Starkes to him in hand the receipt whereof is hereby acknowledged Give, grant bargain and sell unto the said Littleberry R. Starkes a certain tract and parcel of land. Situate lying and being in the County of Madison and state of Mississippi and on the Waters of Bear Creek designated by Certificate as the West half of the North West quarter of section No 27 and Township No 8 of Range 2 East. Containing Eighty acres more or less. To Have and to Hold with all its appurtenances and hereditaments to him the said Littleberry. R. Starkes and assigns &c. And I the said John A Grimball doth for him by these presents give grant bargain and sell the above described premises unto the said Littleberry R. Starkes his heirs assigns &c And by these presents do bind my self my heirs Executors. Administrators &c unto the said Littleberry R. Starkes his heirs and assigns to warrant and defend the right and title of the above described Eighty acres of land free from the Claim or Claims of myself and of all and every other person or persons whatsoever unto the said Littleberry R. Starkes his heirs and assigns &c forever

In Witness Whereof I hereunto set my hand and seal this first day of May AD 1839

John A. Grimball {Seal}

State of Mississippi
Hinds County } Personally appeared before me David H Dickson an acting Justice of the Peace in and for said County and Ex Officio Notary Public John A. Grimball who acknowledged that he signed sealed and delivered the within & foregoing instrument for the purposes therein set forth on the day and year therein mentioned

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

David H Dickson JP {Seal}
Ex Officio Notary Public

Gideon Bass } Received for Record April 29th & Recorded 4th May 1839
and Trust
Augs. King } State of Mississippi
Madison Cty } This Indenture Made and entered into this the 29th day of April 1839 between Gideon Bass of the County and State aforesaid of the first part and Augustus King of the second part of the

County and State aforesaid Witnesseth that Whereas I Gideon Bass stands indebted to the Union Bank in the sum of between seven and Eight hundred dollars, having reference to said Note will more fully show, and Whereas Benjamin Long and John Cole became my securities for the Payment of the same, and Whereas I the said Gideon Bass honestly desires to secure and indemnify the said Security from any damages or injury which may result to them on acct of said Note. Now therefore in Consideration of the sum of One dollar to me in hand paid by the said Augustus King the receipt thereof I do hereby acknowledge hath bargained, sold Conveyed and Confirmed and by these — doth bargain and sell and Convey unto the said Augustus King his heirs Executors administrators and assigns the following property to Wit two Negroes by the Name of Berry & Lilly. I the said Gideon Bass do for my self my heirs Executors and administrators do warrant and forever defend the above named property to be free and Clear from the demands of all and every person who have unto the said Augustus King his heirs Exec— tors administrators and assigns forever. In trust Nevertheless and for the following express Consideration to Wit if the said Gideon Bass shall not satisfy and pay off the aforesaid Note, interest and Cost should any accrue whenever payment may be rightfully demanded by the said Union Bank in that case the said Augustus King his heirs Executors administrators and assigns shall and may at liberty be a-bove mentioned Property in three or more Public places giving five days notice shall proceed to sell at the request of said Security at the Town of Raphille for Ready money to the highest bidder, and out of the Money arising from such Sale satisfy and pay off said debt and Charges which may rightfully accrue and the overplus if any the said Augustus King doth hereby Command and request Pay to the said Gideon Bass his heirs Executors Administrators or assigns or his order without delay

In testimony thereof we have hereunto set our hands and affixed our seals this the day and date above written

Signed Sealed in presence of

Gideon Bass (seal)
Aug King (seal)

The State of Mississippi } Personally appeared before me John L Cameron
Madison County ss } Clerk of the Probate Court of said County the above named Gideon Bass and Augustus King who acknowledged that they Signed Sealed and delivered the foregoing instrument on the day and year therein Mentioned as their act and deed.

Given under my hand and seal of office at Canton this 29th day of April AD 1839

John L Cameron Clerk

James A. B Tucker Mortgage to Mississippi Union Bank } Received for Record April 27th and Recorded May 8th 1839
State of Mississippi } Mother Bank District
Madison County }

Whereas James A. B Tucker a Citizen of said State residing in the County aforesaid (being an Owner of Real Estate Situated in the State of Mississippi) on the three day of September in the Year Eighteen Hundred and thirty Eight (being within the time prescribed) at Canton in the County of Madison Subscribed for thirty three Shares of one hundred dollars each Amounting to three Thousand three Hundred dollars of the Stock of the

Mississippi Union Bank. Created and incorporated by an act of the Legislature of said State Approved on the twenty first day of January, in the Year Eighteen Hundred and Thirty Seven and Disapproved on the fifth February 1838. for which said Sum of Three Thousand Nine Hundred dollars the said James A. B. Tucker 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 do Subscribe, 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 spared, and to secure the Annual payment of four per Centum upon the principal and Seven per Centum Interest on the Loan he may become, from said Bank a Stockholder therein, according to the provision of the thirty first Section of the Original Act of incorporation, at such times and places as the same May be required by the said James A. B Tucker 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 North west Quarter of Section Number thirty-five in Township Number Eleven of Range Number three East, The West half of the South East quarter of Section Number thirty four in same township Range four East and the North half of the East half of the South west Quarter of same Section Township and Range. Containing together One Hundred and Ninety Nine 7/100 Acres of Land. situate and now being in the County of Madison Which said property the board of Directors of the said Mississippi Union Bank have, as is hereby Acknowledged deemed sufficient, and at Least, for the present equal to the above mentioned Number of Shares of the Stock do Subscribed as aforesaid. Which after the Recording of these presents, Shall belong to the said James A. B. Tucker Subject, however, and hereafter, if Needs be to be graduated and reduced, or finally rejected according to the principles embodied in the Second and twenty Sixth Sections of the said Original Act of incorporation, and, as Modified and Varied by the Eighth Section of the Act Supplemental thereto Approved the fifteenth day of February 1838. Wherefore the said James A. B. Tucker doth Acknowledge himself Debtor to the Mississippi Union Bank in the said sum of Three Thousand Nine Hundred Dollars, being the Amount of the Shares of the Stock of said Bank, do Subscribed as aforesaid, of which he is to be Holder, by Virtue of these presents, the payment of Which (in Order to secure the payment of the Capital and Interest of Ten Millions five Hundred Thousand Dollars of the bonds of the State as aforesaid) issued of the Loan Which the said James A. B. Tucker Shall or May Obtain from the said Bank as aforesaid, at such times and in such proportions as the said Bank in Conformity With the said Original Act of incorporation May require, the said James A. B. Tucker is specially demanded to secure as aforesaid — Therefore This Indenture Made and Entered into this 27th day of April in the Year Eighteen Hundred and . by and between the said James A B. Tucker and Mary A. his Wife. Citizens of the State of Mississippi and residing in the County of Madison aforesaid of the One part And the Mississippi Union Bank. Created and incorporated by the Legislature of said State of the Other part. Witnesseth. that the said James A. B Tucker and Mary A ——— 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. have hereby grant, bargain, Sell Convey and Mortgage and by these presents do granted, bargained, Sold, Conveyed, and Mortgaged Unto the said Mississippi Union Bank all and singular the above described property — To Have and to Hold the said above described property, Unto the said Mississippi Union Bank Untill the bonds of the State for said sum of Ten Millions Five Hundred Thousand Dollars, issued in Conformity With the fifth and thirtieth Section of said Original Act of Incorporation with the interest thereon, Shall be paid off and redeemed by the said Mississippi Union Bank, And Untill the said James A. B. Tucker Shall have paid the Amount of said bond, executed to the said Mississippi Union Bank for the amount of said Shares

(20)

as aforesaid. And also, until he shall have paid the privileged Loan which he may have obtained as Stockholder; According to the provisions of the thirty first Section of said Original act of incorporation unless the said James A. B. Fowler do previously transfer said Stock and be discharged in the manner and form prescribed by the twenty ninth Section of the Original act of incorporation and sixth Section of the Act Supplemental thereto. And upon such payment or transfer and discharge as aforesaid. then and thenceforth, as well the present Indenture and the Estate hereby granted Conveyed and Mortgaged, as the bond aforesaid. shall cease, determine and become absolutely null and Void, Anything herein contained to the Contrary Notwithstanding, Otherwise it 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 in Which the above Mentioned property May be situated. that the same has been duly recorded, and that there is no prior deed of Conveyance. Mortgage, or other incumbrance of record thereon, and upon the production of a second Certificate, bearing date at least three Months, subsequent to the day of the Recording of these presents, that no Other Mortgage or incumbrance Whatever upon said land. Was recorded or delivered for Record in the office of said Clerk. and that since the date of the Act of recording these presents, no Other Mortgage, deed of Conveyance or incumbrance Whatever upon the aforesaid property, has been recorded or delivered for Record — and upon the production of the Certificate of the Clerk of the Circuit Court of the County, of the residence of the said James A B Fowler 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 Mortgagee 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 Mortgagee shall be Lawful Owner of Thirty Nine Shares (Subject to be graduated and reduced or rejected as aforesaid) of the Stock of the said Mississippi Union Bank and entitled as such, to all the rights, faculties, advantages, and profits, to which the Stockholders of the said bank are entitled, According to the true intent and meaning of the said Original act of incorporation And of the Act Supplemental thereto as aforesaid — It is also hereby expressly understood and agreed that in case hereafter the right, title, or titles, through which the present Mortgagee claims 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 Mortgagee, 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 Mortgagee also agreeing that if the Whole Amount of the Bond for the said Stock or any part thereof or the Whole Amount of the Loan he may receive as Stockholder as aforesaid. or any part thereof shall not be punctually paid at such times and places as the same May respectively become due and payment thereof be required — According to the true intent and meaning of the said Original act of incorporation and the Act — Supplemental thereto then the present Mortgage and the sums of Money hereby secured by Virtue of the twenty 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 Carry 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 Mortgagee 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)

It is also further hereby understood and agreed, that 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 report the same, and in such case may require other security, or in default thereof to declare the shares of stock defaulted to the amount sufficiently secured — In testimony whereof the said James A. B. Tucker and Marian his wife have hereunto set their hands and seals on this 27 day of April in the year of our Lord Eighteen Hundred and thirty Nine —

Jas. A. B. Tucker (L.S.)
Mary Ann Tucker (L.S.)

State of Mississippi }
Madison County } ss Personally appeared before me Porter S. Salmon Esquire an acting Justice of the Peace in & for said County the within or above named James A B Tucker who acknowledges that he signed, sealed and delivered the foregoing deed of Mortgage on the day and year therein mentioned, as his act and deed

Given under my hand and seal this 27 day of April A. D. 1839 } P. S. Salmon J.P. (Seal)

State of Mississippi Madison County ss

I, Porter S. Salmon an acting Justice of the Peace in & for the County Madison do hereby certify that Mistress Mary A. Tucker wife of the grantor in the foregoing deed of Mortgage, whose name is also signed thereto this day personally appeared before me and on a private examination apart from her husband acknowledges that she signed sealed and delivered the same as her voluntary act and deed freely without any fear threats or compulsion of her said husband. Given under my hand and seal this 27 day of April in the year of our Lord one thousand Eight Hundred and thirty Nine

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

William Tucker Mortgage to Mississippi Union Bank } Received for Record April 27 and recorded May 8 1839 State of Mississippi Madison County } Mother Bank District

Whereas William Tucker a Citizen of said State residing in the County aforesaid (being an Owner of Real Estate, situated in the State of Mississippi) on the 21st day of August in the year Eighteen Hundred and Thirty Eight (being within the time prescribed) at Canton in the County of Madison subscribed for thirty four Shares of One hundred Dollars each amounting to Thirty 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 Thirty four Hundred Dollars the said William Tucker hath executed his bond or bill single, of even date with these presents, payable to the said — Mississippi Union Bank — and being desirous and disposed according to the provisions of the Eighth section of said Original Act of incorporation of said Bank to secure the payment of the said Bond, for the Stock so subscribed as aforesaid that the payment of the Capital and interest of Ten Millions five Hundred thousand Dollars, of the Loan to be obtained by means of the bonds of the State issued in Conformity with the fifth section of said Original Act of incorporation at the times the said Bonds for that sum shall severally fall due may thereby be secured — And to secure the annual payment of Four percentum upon the Principal and Seven per centum Interest on the Loan he may receive from said Bank as Stockholder therein according to the provisions of the thirty first section of the Original Act of incorporation at such time, and places as the same may be required, he the said William Tucker hath offered and agreed

to Convey, by deed of Mortgage to the Said Mississippi Union Bank the following described property to Wit: The North East Quarter of Section Number Twenty four in Township Number Eleven of Range Number three East Containing one hundred and fifty six Three Acres of Land, situate and lying 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 present shall belong to the said William Tucker. Subject, however, and hereafter, if need be to be graduated and reduced or finally rejected, according to the provisions 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 Tucker doth acknowledge himself Debtor to the Mississippi Union Bank in the said Sum of Thirty four Hundred Dollars, being the Amount of the Shares of the Stock of said Bank so Subscribed as aforesaid, of which he is to be Holder, by virtue of these presents the payment of which (in Order to Secure the payment of the Capital and Interest of Ten Millions Five Hundred Thousand Dollars of the Bonds of the State as aforesaid) and of the loan which the said William Tucker shall or may Obtain, from the said Bank as aforesaid, at such times and in such proportion, as the said Bank, in Conformity with said Original Act of incorporation may require the said William Tucker is specially desirous to Secure as aforesaid —

Therefore this Indenture Made and entered into this twenty Seventh day of April in the Year Eighteen Hundred and thirty nine by and between, the said William Tucker and Sarah Tucker 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 Tucker and Sarah his Wife. for and in Consideration of the premise before recited and of the further Consideration of One Hundred Dollars to unto hand paid and to Secure the payments aforesaid do hereby Grant, Bargain Sell, Convey, and Mortgage And by these presents have granted, Bargained, Sold, Conveyed, and Mortgaged Unto the Mississippi Union Bank All and Singular the above described property —

To have and to hold the said above described property, Unto the said Mississippi Union Bank Untill the Bonds of the State for said Sum of Ten Millions Five Hundred Thousand Dollars issued in Conformity with the fifth and thirtieth Sections of said Original Act of incorporation, with the interest thereon, shall be paid off and redeemed by the said Mississippi Union Bank, and until the said William Tucker 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 Untill 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 Untill the said William Tucker do previously transfer said Stock and be discharged in the Manner and form prescribed by the twenty Ninth section of the Original Act of incorporation and sixth section of the Act Supplemental thereto. And upon such payments or transfer and discharge as aforesaid then and thenceforth as Well this present Indenture and the Estate hereby Granted, Conveyed and Mortgaged as the Bond aforesaid shall cease, determine and become absolutely Null and void, anything herein Contained to the Contrary, Notwithstanding: Otherwise to remain in full force and effect in Law and Equity forever — And the said Mississippi Union Bank, doth hereby declare, that it Accepts the Bond of even date herewith, and the Mortgage hereby executed and Entered into in favor of said Bank, And doth further declare, that upon the recording of these presents, and upon the production of a Certificate from the Clerk of the Probate Court of the County or Counties, within which the above Mentioned property may be Situated that the Same has been duly recorded and that there is no prior deed of Conveyance, Mortgage, or Other incumbrance of Record thereon; and upon the production of a Second Certificate bearing date at Least three Months Subsequent to the day of the recording of these presents, that no other Mortgage or incumbrance whatever upon said land was

recorded or delivered for Record in the office of Said Clerk, and that since the date of the Act of Recording these presents No Other Mortgage, deed of Conveyance or incumbrance Whatever upon the aforesaid property has been recorded or delivered for Record:— and upon the production of the Certificate of the Clerk of the Circuit Court of the County of the Residence of the Said William Tucker 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 Conveyances 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 Bonds or otherwise in Any Court of the State or of the United States (or if there be any Stating its Amount) then the Said Mortgagor Shall be the Lawfull Owner of Thirty four Shares (Subject to be graduated and Reduced or Rejected as afore said) of the Stock of the Mississippi Union Bank, and entitled, as Such, to all the rights, faculties advantages and profits, to Which the Stockholders of the said Bank are entitled according to the true intent and Meaning of the Said Original act of incorporation, and of the Act Supplemental thereto as afore Said —

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 Loans 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 Sum of Money hereby Secured, by Virtue of the twenty Sixth Section of the Said Original Act of incorporation, Shall bear Ten per Centum Interest per Annum after Maturity if not punctually paid. And the Said Mississippi Union Bank, May and Shall have the right to Cause the Said property Mortgaged as aforesaid, in Whose hands Soever the Same May be found or a Sufficient quantity thereof, to be Seized and Sold, to Obtain the payment of Any Sum or Sums of Money Which the Said Mortgagor May Owe as Stockholder, either on Said Stock or on Said 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 that the Said Mortgagor doth acknowledge that Whenever it Shall appear to the Satisfaction of the Said Directors, that the property presently and hereby Mortgaged to Secure the Amount of Stock allotted to Said Mortgagor as afore said is not of Sufficient Value, then the Said Mississippi Union Bank, Shall have the right to Reject the Same, and in Such Case May require Other Security or in default thereof reduce the Shares of Such Defaulter to the Amount Sufficiently Secured. —

In Testimony Whereof the Said Williams Tucker and Sarah Tucker his Wife have hereunto Set their hands and Seals on this 27th day of April in the Year of our Lord Eighteen Hundred and Thirty Nine

Williams Tucker (L S)

her
Sarah × Tucker (L S)
mark

Test as to Sarah Tucker
C. F. Pack
Thos. Shackleford

State of Mississippi } ss
Madison County } Personally appeared before me Thomas Shackleford Judge of Probate in and for said County the within or above named William Crocker who acknowledges that he signed sealed and delivered the forgoing 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 April A D 1839

Thos Shackleford (Seal)
Judge of Probate

State of Mississippi Madison County ss

I. Thomas Shackleford Judge of Probate in and for said County do hereby Certify that Mistress Sarah Crocker Wife of the Grantor in the forgoing deed of Mortgage whose name is also signed thereto, this day personally appeared before me and on a private examination apart from her Husband, acknowledged that she signed, sealed and delivered the same as her Voluntary act and deed freely, without any fear threats or Compulsion of her said husband . Given Under my hand and seal this 27th day of April in the Year of our Lord one Thousand Eight Hundred and Thirty Nine

Thos Shackleford (Seal)
Judge of Probate

Marcus D Shelby
Mortgage to
Mississippi Union Bank

Received for Record April 29th and Recorded May 8th 1839
State of Mississippi } Mississippi Bank District
Madison County }

Whereas Marcus D Shelby a Citizen of said State residing in the County aforesaid (being an Owner of Real Estate situated in the State of Mississippi) on the 14th 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 sixty five Shares of one Hundred Dollars each Amounting to Sixteen Thousand and 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 re approved on the fifth February 1838. for which said sum of Sixteen Thousand five Hundred Dollars the said Marcus D Shelby 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 Bank for the Stock so Subscribed as aforesaid, that the payment of the Capital and Interest of Seven 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 opened and to secure the Annual payment of Four per Centum upon the principal and Seven per Centum Interest on the Loan he may receive from said bank as Stockholder therein According to the provisions of the thirty first section of the Original act of incorporation, at such times and places as the same may be required, he the said Marcus D. Shelby hath offered and agreed to Convey by deed of Mortgage to the said Mississippi Union Bank the following described property, to Wit, The West half of the North west Quarter of Section Number thirty in Township Number Seven of Range Number Five East, the South west quarter of same Section Township and Range, the North half of the West half of the Southwest Quarter of Section Number Twenty Five in said Township Range Four East, the North half of said Section Township and Range and the North half of Section Number twenty Six in said Township and Range Containing together Nine Hundred and Twenty Acres, situate and now being in the County of Madison which said property, the Board of Directors of the said Mississippi Union Bank have, as is hereby acknowledged deemed sufficient, and 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 Marcus D. Shelby, 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 Marcus D. Shelby doth acknowledge himself debtor to the Mississippi Union Bank in the said sum of Sixteen 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 as aforesaid) and of the Loan which the said Marcus D. Shelby 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 Marcus D. Shelby is specially desirous to secure as aforesaid — Therefore this Indenture Made and entered into this twenty fourth day of April in the Year Eighteen Hundred and Thirty Nine by and between the said Marcus D. Shelby and Sarah Shelby 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 Marcus D. Shelby and Sarah Shelby his Wife for and in Consideration of the premises, before recited, and for the further consideration of one Hundred Dollars to them in hand paid, and to secure the payments aforesaid do hereby Grant, Bargain, Sell, Convey and Mortgage, and by these presents have Granted, Bargained Sold, Conveyed and Mortgaged unto the Mississippi Union Bank all and singular the above described property — To have and to Hold the said above described property unto the said Mississippi Union Bank Untill the Bonds of the State for said Sum of Ten Millions five Hundred Thousand Dollars issued in Conformity with the fifth and Fourteenth Sections of said Original Act of incorporation with the Interest thereon shall be paid off and redeemed by the said Mississippi Union Bank And Untill the said Marcus D. Shelby 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 Untill he shall have paid the privilege 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 Marcus D. Shelby do previously transfer said Stock and be discharged in the Manner and form prescribed by the twenty Ninth Section of the Original act of incorporation and Sixth Section of the Act Supplemental thereto. And upon such payments or transfer and discharge as aforesaid, then and thenceforth as well this present Indenture and the Estate hereby Granted, Conveyed and Mortgaged, as the bond aforesaid shall cease determine and become absolutely null and Void, Anything herein contained, to the Contrary Notwithstanding Otherwise to remain in full force and effect, in Law and equity forever. —

And the said Mississippi Union Bank doth hereby declare, that it accepts the bond of even date herewith and the Mortgage hereby executed and entered into in favor of said Bank, and doth further declare that upon 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 Marcus D. Shelby 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 Affadavit of the said Mortgagor that there is no Judgement against unsatisfied either upon Original Suit, or by forfeiture of delivery Bond or Otherwise in any Court of the State of the United States (or if there be any stating its Amount) then the said Mortgagor shall be the Lawfull Owner of One hundred and Sixty five Shares (Subject to be graduated and reduced or rejected as aforesaid) of the Stock of the said Mississippi Union Bank and entitled accordingly to all the rights, faculties, advantages, and profits, to Which the Stockholders of the said Bank are entitled according to the true intent and Meaning of the said Original act of incorporation and of the Act Supplemental thereto as aforesaid — It is also hereby expressly understood and agreed that in case hereafter the right, title or titles, through Which the present Mortgagor derives the above described property, should be deemed insufficient on Account of some defect therein, or if any Claim either by Judgement or Conveyance should be successfully asserted thereto, then the present Mortgagor shall be bound, as he doth hereby bind himself, to furnish other unincumbered property of Sufficient Amount and to Execute thereon a Mortgage to the Satisfaction of the board of Directors of the said Mississippi Union Bank Within such reasonable time as the said Board of directors may prescribe — The said Mortgagor also agreeing that if the Whole Amount of the Bond for the said Stock or any part thereof or the Whole 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 his 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 covenant and agree 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 declare the whole of such defaulter, to the Amount sufficiently secured. In testimony Whereof the said Marcus D. Shelby and Sarah Shelby his Wife have hereunto set their Hands and Seals on this 24th day of April in the year of our Lord Eighteen Hundred and thirty nine

M. D. Shelby (L.S.)
Sarah Shelby (L.S.)

State of Mississippi }
Madison County } ss Personally appeared before me Thos McDonald Esquire an acting Justice of the Peace the within or above named Marcus D. Shelby who acknowledges that he signed sealed and delivered the foregoing deed of Mortgage on the day and Year therein mentioned as his act and deed

Given under my Hand and Seal this 25th day of April A. D. 1839 — Thos McDonald J. P. (L.S.)

State of Mississippi Madison County ss I Thos McDonald an acting Justice of the peace in and for said County do hereby Certify that Mistress Sarah Shelby Wife of the Grantor in the foregoing deed of Mortgage Whose name is also signed thereto this day personally appeared before me, and on a private examination apart from her husband acknowledges that she signed sealed and delivered the same as her Voluntary act and deed freely Without any fear threats or Compulsion of her said Husband — Given under my hand and seal this 25th day of April in the year of our Lord one thousand Eight Hundred and thirty nine — Thos McDonald J. P. (L.S.)

William P. Perkins Mortgage to Mississippi Union Bank } Received for Record April 30th And Recorded May 8th 1839
Mother Bank District
State of Mississippi. Madison County

Whereas William P. Perkins a Citizen of Said State residing in the County aforesaid (being an owner of Real Estate Situated in the State of Mississippi) on the Sixth day of September in the Year Eighteen Hundred and thirty Eight (being within the time prescribed) at Jackson in the County of Hinds Subscribed for Four Hundred Shares of one Hundred dollars each Amounting to Forty Thousand dollars of the Stock of the Mississippi Union Bank. Created and incorporated by an act of the Legislature of Said State Approved on the twenty first day of January in the Year Eighteen Hundred and thirty Seven and Reapproved on the fifth February 1838. for Which Said Sum of Forty Thousand dollars the Said William P. Perkins hath executed his bond or bill Single of even date With these presents. payable to the Said Mississippi Union Bank and being desirous and disposed According to the provisions of the Eighth Section of Said Original act of incorporation of said Bank to Secure the payment of the Said Bond for the Stock So Subscribed as aforesaid. that the payment of the Capital and interest of Ten Millions Five Hundred Thousand Dollars of the Loan to be Obtained by Means of the Bonds of the State issued in Conformity With the Fifth Section of Said Original act of incorporation at the times the Said bonds for that Sum Shall Severally fall due May thereby be Assured and to Secure the Annual payment of Four per Centum upon the principal And Seven per Centum Interest on the Loan he may receive from Said Bank as Stockholder therein. According to the provision of the Thirty first Section of the Original act of incorporation, at Such times and places as the Same May be Required, he the Said William P. Perkins hath Offered and agreed to Convey by deed of Mortgage to the Said Mississippi Union Bank the following described property, to Wit! The South east quarter of Section Number twenty Eight and Section Number Thirty three Township Number Nine of Range One East Section Number Four in Township Number Eight of Range One East (Leaf one hundred and twenty Acres off the South end of Said Section four) containing in all Thirteen Hundred and twenty Acres be the Same More or Less. Situated and now being in the County of Madison. With 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 P. Perkins 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 P. Perkins doth acknowledge himself debtor to the Mississippi Union Bank in the Said Sum of Forty Thousand Dollars being the Amount of the Share of the stock of Said Bank So Subscribed as aforesaid of Which he is to be Holder by Virtue of these presents the payment of Which (in Order to Secure the payment of the Capital and Interest of Ten Millions five Hundred Thousand dollars of the Bonds of the State as aforesaid) and of the Loan Which the Said William P. Perkins 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 P. Perkins is Specially desirous to Secure as aforesaid — Therefore This Indenture Made and entered into this twenty fourth day of April in the Year Eighteen Hundred and thirty Nine by and between William P. Perkins and Jane 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 P. Perkins and Jane his Wife for and in Consideration of the premises before recited and of the further Consideration of hundred dollars to them in hand paid. and to Secure the payments aforesaid have hereby Grant bargain Sell. Convey and Mortgage and by these presents do granted, bargained, Sold, Conveyed and Mortgaged unto the Said Mississippi Union Bank all and Singular the above described property —

To have and to hold the Said above described property unto the Said Mississippi Union Bank until the Bonds of the State for Said Sum of Ten Millions five Hundred Thousand Dollars

issued in Conformity With the fifth and thirtieth Sections of said Original Act of incorporation With the interest thereon shall be paid off and Redeemed by the said Mississippi Union Bank and until the said William P. Perkins shall have paid the Amount of said Bond executed to the said Mississippi Union Bank for the Amount of said Shares as aforesaid, and also Until he shall have paid the privilege 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 P. Perkins do previously transfer said Stock and be discharged in the Manner and forms prescribed by the twenty ninth Section of the Original Act of incorporation and sixth Section of the Act Supplementary thereto. And upon such payments or transfer and discharge as aforesaid then and thenceforth as Well the present Indenture and the Estate hereby Granted, Conveyed and Mortgaged as the same aforesaid, shall Cease, determine and become absolutely Null and Void Anything herein contained to the Contrary Notwithstanding, Otherwise to Remain in full force and effect in Law and Equity forever. And the said Mississippi Union Bank doth hereby declare that it accepts the Bond of even date herewith, and the Mortgage, duly executed and entered into in favor of said Bank, and doth further declare that upon recording of these presents, and upon the production of a Certificate from the 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 Has been 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 P. Perkins that there is no Judgement against him (or if there be any, stating the Amount) and 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 Mortgagee, that there is no judgment against him unsatisfied, either upon Original Suit, or by forfeiture of Delivery Bond or Otherwise in any Court of the State, or of the United States (or if there be any stating the Amount) then the said Mortgagor shall be the Lawfull Owner of Four Hundred Shares (subject to be graduated and reduced, or rejected, as aforesaid) of the Stock of the said Mississippi Union Bank and entitled, as such to all the Rights, Faculties, Advantages and profits to which the Stockholders of the said Bank are entitled, According to the true intent and Meaning of the said Original Act of incorporation and of the Act Supplemental thereto as aforesaid — It is also hereby expressly Understood and agreed that in Case hereafter, the right, title or title through which the present Mortgagor derives the above described property, should be deemed insufficient on account of some defect therein or if any Claim either by Judgment or Conveyance should be successfully asserted thereto, then the present Mortgagor shall be bound as he doth hereby bind himself, to furnish other unincumbered property of Sufficient amount and to Execute therein a Mortgage to the Satisfaction of the Board of directors of the said Mississippi Union Bank, Within such Reasonable time as the said Board of directors may prescribe.

The said Mortgagor, Also Agreeing that if the whole Amount of the Bond for the said Stock or any part thereof or the Whole Amount of the Loan he may receive as Stockholder as aforesaid or any part thereof shall not be punctually paid, at such times and places as the same may respectively become due, and payment thereof be required according to the true intent and Meaning of the said Original Act of incorporation and the Act Supplemental thereto then the present Mortgage and the 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 Mayor and its

have the right to cause the Said property Mortgaged as aforesaid in Whose hands soever the Same May be found, or a Sufficient Quantity thereof to be Seized and Sold. to Obtain the payment of any Sum or Sums of Money, which the Said Mortgagor May Owe, as Stock holder, either on Said Stock or on Said privileged Loan. According to the laws of this State and to the true intent of the Said Original Act of incorporation upon due public Notice thereof. — It is also further hereby Understood and agreed. And the Said Mortgagor doth acknowledge. that Whenever it Shall Appear to the Satisfaction of the Said Directors that the property presently and hereby Mortgaged to Secure the Amount of Stock allotted to Said Mortgagor as aforesaid, is not of Sufficient Value. then the Said Mississippi Union Bank Shall have the right to Report the Same and in Such case May require Other Security, or in default thereof. Reduce the Shares of Stock Disputed to the Amount Sufficiently Secured. — In testimony Whereof the Said William P. Perkins and Jane his Wife. have hereunto Set their Hands and Seals on this 24th day of April in the Year of our Lord Eighteen Hundred and thirty Nine

W P Perkins (L.S.)
Jane Perkins (L.S.)

State of Mississippi } ss
Madison County }

Personally appeared before me William D Hart Esquire an acting Justice of the Peace the within or above named William P. Perkins Who acknowledged that he Signed Sealed and delivered the foregoing Deed of Mortgage on the day and Year therein Mentioned as his act and deed. Given Under My hand and Seal this 24th day of April A.D. 1839

Will D Hart J.P. (Seal)

State of Mississippi. Madison County ss

I. William D Hart an acting Justice of the Peace in and for The County of Madison do hereby Certify that Elizabeth Jane Perkins Wife of the Grantor in the foregoing Deed of Mortgage Whose Name is also Signed thereto this day personally appeared before Me and on a private examination apart from her husband acknowledged that she Signed Sealed and delivered the Same as her Voluntary Act and deed freely Without any fear threats or Compulsion of her Said Husband — Given Under My hand and Seal this 24th day of April in the Year of our Lord One Thousand Eight Hundred and thirty Nine

Will D Hart (Seal) J.P.

John Caldwell Mortgage to Mississippi Union Bank } Received for Record April 29th and Recorded May 9th 1839
State of Mississippi } Mother Bank District
Madison County }

Whereas John Caldwell a Citizen of Said State Residing in the County aforesaid (being an Owner of real Estate Situated in the State of Mississippi) on the 17 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 Shares of One Hundred Dollars each Amounting to Ten Thousand Dollars of the Stock of the Mississippi Union Bank created and incorporated by an act of the Legislature of Said State approved on the twenty first day of January in the Year Eighteen Hundred and thirty Seven and re approved on the fifth February 1838 for Which Said Sum of Ten Thousand Dollars the Said John Caldwell hath executed his Bond or bill Single. of even date with these presents payable to the Said Mississippi Union Bank. and being desirous and the board According according to the provisions of the Eighth Section of Said Original act of incorporation of Said Bank to Secure the payment of the Said bond for the Stock So Subscribed as aforesaid. that the payment of the Capital and Interest of Ten Millions Five Hundred thousand dollars of the Loan to be

obtained by means of the bonds of the State issued in conformity with the fifth section of said Original act of incorporation at the times the said bonds for that sum shall severally fall due may thereby be assured and to secure the annual payment of Five per Centum upon the principal and Seven per Centum Interest on the Loan he may receive from said Bank as Stockholder thereon. According to the provisions of the Original Act of incorporation at such times and places as the same may be required, be the said John Caldwell 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 Southwest quarter of Section Number thirty two in Township Number Eight of Range Number three East — The East half of the South East quarter of Section thirty in Township Eight of Range three East — The West half of the North east quarter of Section thirty one in Township Eight of Range three East — The North half of the South east quarter of Section Twenty five in Township Eight of Range two East — The East half of the North west quarter of Section two in township Seven of Range two East. — Situate and 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 John Caldwell subject, however, and hereafter if need be to be gradated 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 John Caldwell doth acknowledge himself debtor to the Mississippi Union Bank in the said sum of Ten Thousand Dollars being the amount of the shares of the Stock of said Bank so subscribed as aforesaid of which he is to be holden by virtue of these presents, the payment of which (in order to secure the payment of the Capital and Interest of Ten Millions Five Hundred Thousand Dollars of the bonds of the State as aforesaid) and of the Loan which the said John Caldwell shall or may obtain from 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 John Caldwell is specially desirous to secure as aforesaid — Therefore this Indenture made and entered into this 29th day of April in the Year Eighteen Hundred and Forty Nine by and between John Caldwell Citizen of the State of Mississippi and residing in the County of Madison aforesaid of the One part and the Mississippi Union bank created and incorporated by the Legislature of said State of the Other part. Witnesseth that the said John Caldwell for and in consideration of the premises before recited and of the further consideration of One Hundred Dollars to him in hand paid and to secure the payments aforesaid has hereby Granted, Bargained, Sold, Conveyed and Mortgaged and by these presents does Grant, Bargain, Sell, Convey, and Mortgage unto the said Mississippi Union Bank all and singular the above described Property. — To have and to hold the said above described property, unto the said Mississippi Union Bank until the bonds of the State for said sum of Ten Millions Five Hundred Thousand Dollars issued in conformity with the fifth and thirtieth sections of said Original Act of incorporation with the Interest thereon shall be paid off and redeemed by the said Mississippi Union Bank, and until the said John Caldwell 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 John Caldwell do previously transfer said Stock and be discharged in the manner and form prescribed by the twenty sixth section of the Original Act of incorporation and sixth section of the Act Supplemental thereto. And upon such payments or therefor and discharge as aforesaid then and thenceforth as well this present Indenture and the Estate hereby Granted, Conveyed and Mortgaged as the bond aforesaid shall cease, determine and become absolutely null and void. Anything herein contained to the contrary notwithstanding. Otherwise to remain in full force and effect in law and equity forever. —

And the said Mississippi Union Bank doth hereby declare that it accepts the bond of even date herewith, and the Mortgage hereby executed and Entered into in favor of said bank, and doth further declare that upon the Recording of these presents and upon the production of a Certificate from the Clerk of the Probate Court of the County or Counties, Within Which the above Mentioned property may be situated that the Same has been duly Recorded and that there is no prior deed of Conveyance Mortgage or other incumbrance of Record thereon, and upon the production of a Second Certificate bearing date, at Least three Months Subsequent to the day of the Recording of these presents that no Other Mortgage or incumbrance Whatever upon said Land, Was Recorded or Delivered for Record in the Office of said Clerk and that since the date of the act of recording these presents No Other Mortgage, deed of Conveyance or incumbrance Whatever, upon the aforesaid property, has been recorded or Delivered for Record! — And upon the production of the Certificate of the Clerk of the Circuit Court of the County of the Residence of the said John Caldwell that there is no Judgment against him (or if there be any Stating the Amount) and that there Was none Known to him against those Under Whom he Claims at the date of their Conveyance to him respectively — And upon the production also of the Affidavit of the said Mortgagor that there is no judgment against him unsatisfied, either upon Original Suit or by forfeiture of delivery Bond or Otherwise in Any Court of the State or of the United States (or if there be any Stating its Amount) then the said Mortgagor shall be the Lawfull Owner of the hundred Shares (subject to be graduated and reduced or rejected as aforesaid) of the Stock of the said Mississippi Union Bank, and entitled as such to all the rights, privileges 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 of any Claim either by Judgment or Conveyance should be Successfully asserted thereto then the present Mortgagor shall be bound, as he doth hereby bind himself to furnish Other unincumbered property of Sufficient Amount, and to execute therein a Mortgage to the Satisfaction of the Board of Directors of the said Mississippi Union Bank, Within Such reasonable time as the said Board of directors may prescribe. The said Mortgagor also agreeing that if the Whole Amount of the bond for the said Stock, or any part thereof, or the Whole Amount of the loan he may receive as Stockholder as aforesaid, or any part thereof shall not be punctually paid at such times and places as the same may respectively become due and payment thereof be required, According to the true intent and Meaning of the said Original act of incorporation and the act Supplemental thereto then 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 the State and to the true intent of the said Original act of incorporation Upon Due Public Notice thereof. — It is also further hereby Understood and agreed, And the said Mortgagor doth acknowledge, that Whenever it shall appear to the Satisfaction of the said Directors that the property presently and hereby Mortgaged to Secure the Amount of Stock allotted to said Mortgagor as aforesaid is not of Sufficient Value then the said Mississippi Union Bank shall have the right to reject the Security 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 John Caldwell has hereunto set his hand and Seal on this 29 day of April in the Year of our Lord Eighteen Hundred and thirty nine

John Caldwell (L.S.)

State of Mississippi } ss
Madison County }

Personally appeared before me Hooker S. Salmon Esquire an acting Justice of the peace in & for said County the within or above named John Caldwell 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 29 day of April A.D. 1839

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

Isaac L Pennington
to } Mortgage
Mississippi Union Bank

State of Mississippi } Received for Record April 29 and Recorded May 9 1839
Madison County } Mathew Bank Clerk

Whereas Isaac L Pennington 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 for) Canton in the County of Madison Subscribed for Fifty Shares of One Hundred Dollars each Amounting to Five thousand Dollars of the Stock of the Mississippi Union Bank Created and incorporated by an act of the Legislature of said State Approved on the twenty first day of January in the Year Eighteen Hundred and thirty Seven, and Reapproved on the fifth February 1838 for Which said Sum of Five Thousand Dollars the said Isaac L Pennington hath executed his bond or bills single of even date With these presents, payable to the said Mississippi Union Bank and being demand and dispense According to the provisions of the Eighth Section of said Original Act of incorporation of said Bank to secure the payment of the said sums for the Stock so Subscribed as aforesaid that the payment of the Capital and Interest of Four Million, Five Hundred thousand Dollars of the Loan to be Obtained by Means of the bonds of the State issued in Conformity With the fifth Section of said Original Act of incorporation at the times the said bonds for that sum Shall Severally fall due May thereby be Assured, and to secure the annual payment of Four per Centum upon the principal and Seven per Centum Interest on the Loans he may receive from said Bank as Stockholder therein According to the provisions of the Thirty first Section of the Original Act of incorporation, at such times and places as the same may be required by the said Isaac L Pennington hath Offered and agreed to Convey by Deed of Mortgage to the said Mississippi Union Bank the following described property to Wit — The West half of the North East Quarter of Section Number twenty Six in township Number twelve of Range Number Four East the West half of the South East Quarter of same Section township and Range the East half of the South West Quarter of same Section township and Range the West half of the North East quarter of Section Number thirty four in same township and Range and the North half of the Southeast quarter of same Section township and Range Containing together Four Hundred Acres of Land, Situate and now being in the County of Madison Which said property the Board of Directors of the said Mississippi Union Bank have as 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 Isaac L Pennington Subject however and hereafter it 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 Isaac L Pennington doth

acknowledge himself debtor to the Mississippi Union Bank in the Sum of Five Thousand Dollars being the Amount of the Shares of the Stock of Said Bank so Subscribed as aforesaid of which he is to be Holder by Virtue of these presents the payment of which (in Order to Secure the payment of the Capital and Interest of Ten Millions Five Hundred Thousand Dollars of the bonds of the State as aforesaid) and of the Loan which the Said Isaac L. Pennington Shall or May Obtain from the Said bank as aforesaid at Such times and in Such proportions as the Said bank in Conformity With this Original Act of incorporation May require the Said Isaac L. Pennington is Specially desirous to Secure as aforesaid — Therefore this Indenture Made and Entered into this day of in the Year Eighteen Hundred and by and between the Said Isaac L. Pennington and Martha Ann his Wife Citizens of the State of Miss. 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 Isaac L. Pennington and Martha Ann his Wife for and in Consideration of the premises before recited and of the further Consideration of One Hundred Dollars to them in hand paid and to Secure the payment aforesaid they hereby Grant bargain Sell Convey and Mortgage and by these presents do granted bargained Sold, Conveyed, and Mortgaged unto the Said Mississippi Union Bank all and singular the Above described property. — To have and to hold the Said Above described property unto the Said Mississippi Union Bank, Until the bonds of the State for Said Sum of Ten Millions five Hundred Thousand Dollars issued in Conformity With the fifth and thirtieth Section 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 Isaac L. Pennington, Shall have paid the Amount of Said Bond executed to the Said Mississippi Union Bank for the Amount of Said Shares as aforesaid. And also Until he Shall have paid the privilege Loan which he May have Obtained as Stockholder According to the provision of the thirty first Section of Said Original Act of incorporation Unless the Said Isaac L. Pennington 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 ~~[illegible]~~ Sixth Section of the Act Supplemental thereto. And upon Such payments 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 Entered into in favor of Said Bank. And doth further declare that upon the Recording of these presents and upon the Production of a Certificate from the Clerk of the Probate Court of the County or Counties, Within Which the Above Mentioned property May be situated that the Same has been duly Recorded and that there is no prior deed of Conveyance Mortgage or Other incumbrance of record thereon. And upon the production of a Second Certificate bearing date at Least three Months Subsequent to the day of the Recording of these presents that no Other Mortgage or incumbrance Whatever upon Said Land, Was Recorded or delivered for Record in the Office of Said Clerk and that since the date of the Act of Recording these presents No Other Mortgage deed of Conveyance or incumbrance Whatever upon the afore said 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 Isaac L. Pennington that there is no Judgment against him (or if there be any Stating the amount) and there Was none Known to him

against those under whom he claims at the date of their conveyance to him respectively, and upon the production also of the affidavit of the said Mortgagor that there is no judgment against him unsatisfied either upon original suit or by forfeiture of delivery bond or otherwise in any Court of the State or of the United States (or if there be any stating its amount) then the said Mortgagor shall be the lawful owner of Fifty shares (subject to be graduated and reduced or rejected as aforesaid) of the stock of the said Mississippi Union Bank and entitled as such to all the rights, franchises, advantages and profits to which the stock holders of the said Bank are entitled according to the 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 title through which the present Mortgagor derives the above described property should be deemed insufficient on account of some defect therein or of any claim either by judgment or conveyance should be successfully asserted thereto then the present Mortgagor shall be bound as he doth hereby bind himself to furnish other unincumbered property of sufficient amount and to execute therein a Mortgage to the satisfaction of the board of directors of the said Mississippi Union Bank within such reasonable time as the said Board of directors may prescribe. — The said Mortgagor also agreeing that if the whole amount of the bond for the said stock or any part thereof or the whole amount of the loan he may become a stock holder as aforesaid or any part thereof shall not be punctually paid at such times and places as the same may respectively become due and payment thereof be required according to the true intent and meaning of the said original act of incorporation and the act supplemental thereto then the present Mortgage and the sum of money hereby secured by virtue of the twenty sixth section of the said original act of incorporation shall bear ten per centum interest per annum after maturity if not punctually paid and the said Mississippi Union Bank may and shall have the right to cause the said property mortgaged as aforesaid in whose hands soever the same may be found or a sufficient quantity thereof to be seized and sold to obtain the payment of any sum or sums of money which the said Mortgagor may owe as stockholder either on said stock or on privileged loan according to the laws of this State and to the true intent of the said original act of incorporation upon due public notice thereof. — It is also further hereby understood and agreed and the said Mortgagor doth acknowledge that whenever it shall appear to the satisfaction of the said directors that the property presently and hereby mortgaged to secure the ~~payment~~ 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 they to require other security in default thereof reduce the shares of such defaulter to the amount sufficiently secured. —

In testimony whereof the said Isaac L Pennington and Martha Ann his wife have hereunto set their hands and seals on this 27th day of April in the year of our Lord Eighteen Hundred and thirty nine

I L Pennington (L S)
Martha Ann Pennington (L S)

State of Mississippi } ss
Madison County } Personally appeared before me Hugh A H Lawson Esquire an acting Justice of the peace in & for said County the within & above named Isaac L Pennington 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 April A D 1839 Hugh A H Lawson (L S)

State of Mississippi. Madison County ss I Hugh A H Lawson an acting Justice of the peace in & for said County do hereby certify that Mistress Martha Ann Pennington 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 separate examination apart from her Husband acknowledged that she signed sealed and delivered the same as her voluntary act and deed freely without any fear threats or compulsion of her said Husband. Given under my hand and seal this 27th day of April

in the Year of our Lord One thousand Eight Hundred and Thirty Nine

Hugh A H Lawson (SEAL)

Presley Johnson
To {Mortgage
Mississippi Union Bank

Received for Record April 29th and Recorded May 10 1839
State of Mississippi } Mother Bank District
Madison County }

Whereas Presley Johnson a Citizen of said State Residing in the County aforesaid (being an Owner of Real Estate situated in the State of Mississippi) on the 21st day of August in the year Eighteen Hundred and thirty Eight (being Within the time prescribed) at Canton in the County of Madison subscribed for thirty Eight Shares of One hundred dollars each Amounting to thirty Eight Hundred Dollars of the Stock of the Mississippi Union Bank. Created and incorporated by an act of the Legislature of said State approved on the twenty first day of January in the Year Eighteen Hundred and thirty Seven, and reapproved on the fifth February 1838 for Which said Sum of Thirty Eight Hundred dollars the said Presley Johnson hath executed his bond or bill Single of even date with these presents, payable to the said Mississippi Union Bank — And being desirous and disposed, According to the provisions of the Eighth section of said Original Act of incorporation of said Bank to secure the payment of the said bond, for the Stock so subscribed as aforesaid that the payment of the Capital and Interest of Ten Millions Five Hundred thousand dollars of the Loans to be Obtained by Means of the Bonds of the State issued in Conformity With the fifth Section of said Original act of incorporation at the times the said bond for that Sum shall Severally fall due May thereby be assured, and to secure the annual payment of Four percentum upon the principal and Seven per Centum Interest on the Loan he may receive from said Bank as Stockholder therein. According to the provision of the thirty first Section of the Original Act of incorporation at such times and place as the Same May be required he the said Presley Johnson hath Offered and agreed to Convey, by deed of Mortgage to the said Mississippi Union Bank the following described property, to Wit The West half of the North East quarter, the East half of the Southwest quarter, and the West half of the South East Quarter of Section Number Twenty One in township Number twelve of Range Number Four east Containing two Hundred and forty Acres of Land situate and now being in the County of Madison. Which said property the Board of Directors of the said Mississippi Union Bank have, as is hereby Acknowledged deemed Sufficient and at least for the present equal to the above Mentioned Number of Shares of the Stock so Subscribed as aforesaid. Which after the Recording of these presents shall belong to the said Presley Johnson 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 Presley Johnson doth acknowledge himself debtor to the Mississippi Union Bank in the said Sum of Thirty Eight Hundred Dollars being the Amount of the Share of the Stock of said Bank so subscribed as aforesaid of Which he is to be Holden by Virtue of these presents the payment of Which (in Order to Secure the payment of the Capital and Interest of Ten Millions Five Hundred thousand Dollars of the Bonds of the State as aforesaid) and of the Loans Which the said Presley Johnson 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 Presley Johnson is specially desirous to secure. Therefore this Indenture Made and Entered into the —

twenty Ninth day of April in the year Eighteen Hundred and Forty Nine by and between Presley Johnson Citizen of the State of Mississippi and residing in the County of Madison aforesaid of the One part and the Mississippi Union Bank. Created and incorporated by the Legislature of said State of the Other part. Witnesseth that the said Presley Johnson for and in Consideration of the premises before recited and of the further consideration of One Hundred Dollars to him in hand paid, and to secure the payments aforesaid does hereby grant, bargain Sell Convey and Mortgage and by these presents has Granted bargained Sold Conveyed and Mortgaged unto the said Mississippi Union Bank. all and Singular the above described property.

To have and to hold the said above described property unto the said Mississippi Union bank untill the Bonds of the State for said sum of Ten Millions five Hundred thousand Dollars issued in Conformity with the fifth and thirteenth Sections of said Original Act of incorporation with the Interest thereon shall be paid off and redeemed by the said Mississippi Union Bank and untill the said Presley Johnson 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 untill he shall have paid the priviledged 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 Presley Johnson do previously transfer said Stock and be discharged in the manner and forms prescribed by the twenty Ninth Section of the Original act of incorporation and the Sixth Section of the Act Supplemental thereto, and upon such payment or transfer and discharge as aforesaid then and thenceforth as well this present Indenture and the Estate hereby Granted Conveyed and Mortgaged as the bond aforesaid shall cease determine and become absolutely Null and Void Anything herein contained to the contrary notwithstanding. Otherwise to remain in full force and effect in Law and equity forever. — And the said Mississippi Union Bank doth hereby declare that it Accepts the bond of even date herewith and the Mortgage hereby executed and Entered into in favor of said Bank and doth further declare that upon the recording of these presents and upon the production of a Certificate from the Clerk of the Probate Court of the County or Counties within which the above mentioned property may be situated that the same has been duly recorded and that there is no prior deed of Conveyance Mortgage or other 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 same 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 Presley Johnson that there is no Judgment against him (or if there be any stating the Amount) and that there was none known to him against those under whom he Claims at the date of their Conveyance to him respectively — And upon the production also of the Affadavit of said Mortgagor that there is no judgment against him unsatisfied either upon Original Suit, or by forfeiture of delivery bond or Otherwise in any Court of the State or of the United States (or if there be any stating the Amount) then the said Mortgagor shall be the lawful Owner of Thirty Eight 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 shall be deemed insufficient on account of some defect therein or if any Claim either by Judgment or Conveyance shall be successfully asserted thereto then the present Mortgagor shall be bound as he doth hereby bind himself to furnish other unincumbered property of

Sufficient Amount and to execute therein a Mortgage to the Satisfaction of the Board of Directors of the said Mississippi Union Bank Within such reasonable time as the said Board of Directors may prescribe. The said Mortgagor also agreeing that if the Whole Amount of the Bond for the said Stock or any part thereof or the Whole amount of the Loan he may receive as Stockholder as aforesaid or any part thereof shall not be punctually paid at such times and places as the same may respectively become due and payment thereof be required According to the true intent and Meaning of the said Original act of incorporation and the act Supplemental thereto then this present Mortgage and the Sums of Money hereby secured by Virtue of the twenty Sixth Section of the said Original act of incorporation shall bear Ten per Centum Interest per Annum after Maturity if not punctually paid and the said Mississippi Union Bank may and shall have the right to cause the said property Mortgaged as aforesaid in Whose hands soever the same may be found or a Sufficient quantity thereof to be seized and Sold to Obtain the payment of any Sum or Sums of Money Which the said Mortgagor may Owe as Stockholder either on said Stock or on said privileges Soon According to the Laws of this State and to the true intent of the said Original Act of incorporation upon 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 Sufficient Value then the said Mississippi Union Bank shall have the right to report the same and in such Case may require Other Security or in default thereof reduce the Shares of Stock Allotted to the Amount Sufficiently Secured. In Testimony Whereof the said Presley Johnson he hereunto set his Hand and Seal on this 29th day of April in the Year of our Lord Eighteen Hundred and Thirty Nine

Presley Johnson {L S}

State of Mississippi } ss
Madison County }

Personally appeared before me John T. Cameron Clerk of the Probate Court of said County the Within or above named Presley Johnson Who acknowledged that he Signed Sealed and Delivered the foregoing Deed of Mortgage on the day and year therein Mentioned as his Act and deed. Given Under my hand and Seal of office at Canton this 29th day of April A.D. 1839

John T. Cameron Clerk (Seal)

(Seal)

Thomas Grafton & Wife To Mortgage Mississippi Union Bank } Received for Record April 30th and Recorded May 10 1839 State of Mississippi Madison County } Mother Bank Destroyed

Whereas Thomas Grafton a Citizen of said State Residing in the County aforesaid (being an Owner of real estate situated in the State of Mississippi) on the 21st day of August in the Year Eighteen Hundred and Thirty Eight (being Within the time prescribed) at Canton in the County of Madison Subscribed for one Hundred and Seventy Nine Shares of one Hundred Dollars each Amounting to Seventeen Thousand Nine Hundred Dollars of the Stock of the Mississippi Union Bank created and incorporated by an act of the Legislature of said State Approved on the twenty first day of January in the Year Eighteen Hundred and thirty Seven, and reapproved on the fifth February 1838. for which said Sum of Seventeen Thousand Nine Hundred Dollars the said Thomas Grafton 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 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 Aprised, 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 provision of the thirty first Section of the Original act of incorporation. At Such times and places as the Same May be required by the Said Board Now Grafton hath Offered agreed to Convey by deed of Mortgage to the Said Mississippi Union Bank the following described property to Wit. the North half of Section twenty Seven the South West quarter of Section twenty Seven. the North East quarter of Section twenty Eight all in township Eleven of Range three East Containing Seven Hundred and Seventeen acres of Land. Situate And now being in the County of Madison, Which Said property. the Board of Directors of the Said Mississippi Union Bank have as is hereby Acknowledged. deemed Sufficient and at least for the present equal to the Above Mentioned Number of Shares of the Stock So Subscribed as aforesaid Which after the recording of these presents Shall belong to the Said Thomas Grafton Subject however and hereafter if need be to be graduated and reduced or finally regulated according to the principles embodied in the Second and twenty Sixth Sections of the Said Original act of incorporation And as Modified And Varied by the Eighth Section of the Act Supplemental thereto Approved the fifteenth day of February 1838. Wherefore the Said Thomas Grafton doth Acknowledge himself debtor to the Mississippi Union Bank in the Said Sum of Seventeen Thousand Nine Hundred Dollars. being the Amount of the Shares of the Stock of Said Bank So Subscribed as aforesaid of Which he is to be Holden by Virtue of these presents the payment of Which (in Order to Secure the payment of the Capital and Interest of Four Millions five Hundred thousand dollars of the Bonds of the State as aforesaid) and of the loan Which the Said Thomas Grafton Shall or May Obtain from the Said Bank as aforesaid. at Such times and in Such proportions as the Said Bank in Conformity With Said Original Act of Incorporation May require the Said Thomas Grafton is Specially desirous to Secure as aforesaid — —

Therefore this Indenture Made And entered into this Thirtieth day of April in the year Eighteen Hundred and thirty nine by and between Thomas Grafton and Mary Grafton his wife Citizens of the State of Mississippi And residing in the County of Madison aforesaid of the one part And the Mississippi Union Bank Created and incorporated by the legislature of Said State of the Other part — Witnesseth. that the Said Thomas Grafton And Mary Grafton 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 Untill the bonds of the State for Said Sum of Four Millions Five Hundred thousand dollars issued in Conformity With the fifth and thirtieth Sections of Said Original act of incorporation With the Interest thereon Shall be paid off and redeemed by the Said Mississippi Union Bank and Untill the Said Thomas Grafton 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 Untill he Shall have paid the powerlaged loan Which he May have Obtained as Stockholder according to the provision of the thirty first Section of Said Original act of incorporation Unless the Said Thomas Grafton 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 Void and Void Anything herein Contained to the Contrary notwithstanding

Otherwise to remain in full force and effect in Law and equity forever — And the Said Mississippi Union Bank doth hereby declare that it accepts the bond of even date herewith and the Mortgage hereby executed and entered into in favor of Said Bank and doth further declare that upon the recording of these presents and upon the production of a Certificate from the Clerk of the Probate Court of the County or Counties within which the above mentioned property may be situated, that the same has been duly recorded, and that there is no prior deed of Conveyance, Mortgage or Other incumbrance of record thereon, and upon the production of a second Certificate bearing date at least three Months subsequent to the day of the recording of these presents that no Other Mortgage or incumbrance whatever upon said land was recorded or delivered for record in the office of such Clerk and that since the date of the act of recording these presents no Other Mortgage deed of Conveyance or incumbrance whatever upon the aforesaid property has been recorded or delivered for Record — And upon the production of the Certificate of the Clerk of the Circuit Court of the County of the Residence of the Said Thomas Grafton that there is no Judgment against him (or if there be any Stating the Amount) and that there was none known to him against those under whom he Claims at the date of their Conveyance to him respectively — And upon the production also of the affadavit of the Said Mortgagor that there is no Judgment against him unsatisfied either upon Original Suit or by forfeiture of delivery bond or Otherwise in any Court of the State or of the United States (or if there be any Stating its Amount) then the Said Mortgagor shall be the Lawful Owner of One Hundred & Seventy Nine Shares (Subject to be graduated and reduced or rejected as aforesaid) of the Stock of the Said Mississippi Union Bank and entitled as such to all the rights, faculties advantages and profits to which the Stockholders of the Said Bank are entitled according to the true intent and Meaning of the Said Original act of incorporation and of the act Supplemental thereto as aforesaid. — It is also hereby expressly understood and agreed that in Case hereafter the right title or titles through which the present Mortgagor derives the above described property, should be deemed insufficient on account of some defect therein or if any Claim either by Judgment or Conveyance should be successfully asserted thereto then the present Mortgagor shall be bound, as he doth hereby bind himself to furnish Other unincumbered property of sufficient Amount and to execute therein a Mortgage to the Satisfaction of the Board of Directors of the Said Mississippi Union Bank within such reasonable time as the Said Board of directors may prescribe. —

The Said Mortgagor also agreeing that if the whole of the bond for the Said Stock or any part thereof or the whole Amount of the Loan he may receive as Stockholder as aforesaid or any part thereof shall not be punctually paid at such times and places as the same may respectively become due and payment thereof be required according to the true intent and Meaning of the Said Original act of incorporation, and the Act Supplemental thereto, then the present Mortgage and the Sums of Money hereby secured by Virtue of the twenty 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 so ever 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 the State and to the true intent of the Said Original act of incorporation upon due public Notice thereof. —

It is also further hereby understood and agreed and the Said Mortgagor doth acknowledge that whenever it shall appear to the Satisfaction of the Said Directors that the property presently and hereby mortgaged to secure the Amount of Stock allotted to Said Mortgagor as aforesaid is not of sufficient Value, then the Said Mississippi Union Bank shall have the right to reject the Same, and in such case may require other Security, or in default thereof declare the

Shares of Such Defaulter to the Amount Sufficiently Secured. — In Testimony Whereof the Said Thomas Grafton and Mary Grafton his Wife have hereunto Set their hands and Seals on this Thirtieth day of April in the Year of our Lord Eighteen Hundred and Thirty Nine

Thomas Grafton {L S}
Mary Grafton {L S}

State of Mississippi }
Madison County } ss Personally appeared before me John T. Cameron Clerk of the probate Court of Said County the within or above named Thomas Grafton Who Acknowledged that he Signed Sealed and delivered the foregoing Deed of Mortgage on the day and Year therein Mentioned as his Act and deed. Given Under My hand and Seal of Office at Canton this thirtieth day of April A D. 1839

(Seal)

John T. Cameron Clerk

State of Mississippi Madison County ss
I. John T Cameron Clerk of the probate Court of Said County do hereby Certify that Martha Mary Grafton Wife of the Grantor in the foregoing deed of Mortgage whose name is subscribed thereto, this day personally appeared before me And on a private examination apart from her Husband Acknowledged that she Signed Sealed and delivered the Same as her Voluntary act and deed freely Without Any fear threats or Compulsion of her Said Husband

Given Under my hand and Seal of Office at Canton this thirtieth day of April in the Year of our Lord One Thousand Eight Hundred and thirty Nine. —

(Seal)

John T. Cameron Clerk

John W. Leggit
To } Mortgage
Mississippi Union Bank

Received for Record May 3d and Recorded May 11th 1839
State of Mississippi } Mortgage Record
Madison County }

Whereas John W Leggit 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 Fifty nine Shares of One Hundred Dollars each Amounting to Fifty Nine Hundred Dollars of the Stock of the Mississippi Union Bank. Created and incorporated by an Act of the Legislature of Said State approved on the twenty first day of January in the Year Eighteen Hundred and thirty Seven and confirmed on the fifth February 1838. for Which Sum of Fifty Nine Hundred Dollars the Said John W Leggit hath executed his bond or Bill Single of even date With these presents payable to the Said Mississippi Union Bank — And being desirous And desposed 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 Four Millions Five Hundred thousand dollars of the Loan to be Obtained by means of the Bonds of the State issued in Conformity With the fifth section of Said Original Act of incorporation at the times the Said Bonds for that Sum Shall severally fall due May thereby be assured. And to secure the annual payment of Four per Centum upon the principal and Seven per Centum Interest on the Loan he may receive from Said Bank as Stockholder therein According to the provisions of the thirty first section of the Original Act of incorporation at such times and places as the Same may be required he the Said John W. Leggit hath Offered and agreed to Convey by deed of Mortgage to the Said Mississippi Union Bank the following Described property. to Wit. South east quarter of Section Number two. West half of West half of the Southwest quarter Section No One. North half. East half of the east Quarter Section Number Eleven Township Nine Range One East Containing in all two Hundred and thirty

Seven Acres thirty six Hundredths. Situate and now being in the County of Madison Which said property the Board of Directors of the said Mississippi Union Bank have, as is hereby acknowledged Accepted, 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 John W. Leggett Subject however and hereafter if Needed to be graduated and Reduced or finally Rejected, according to the principles embodied in the Second and twenty Sixth Sections of the said Original Act of incorporation, and as Modified and Varied by the Eighth Section of the Act Supplementary thereto approved the fifteenth day of February 1838. Wherefore the said John W Leggett doth acknowledge himself Debtor to the Mississippi Union Bank in the said Sum of Fifty nine hundred Dollars being the Amount of the Shares of the Stock of said Bank so Subscribed as aforesaid, of Which he is to be holden, by Virtue of these presents 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 John W Leggett Shall or May Obtain, from the said Bank as aforesaid at Such times and in Such proportions as the said Bank in Conformity With the said Original Act of incorporation May require the said John W Leggett is specially desirous to Become as aforesaid. Therefore This Indenture Made and entered into this first day of May in the Year Eighteen Hundred and thirty Nine by and between John W Leggett and Jane Leggett 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 John W. Leggett And Jane Leggett his Wife for and in Consideration of the premises before recited and of the further Consideration of the Hundred Dollars to them in Hand paid and to Become the payments aforesaid We hereby Grant bargain Sell convey and Mortgage and by these presents hath granted Bargained Sold, Conveyed and Mortgaged unto the said Mississippi Union Bank all and singular the above described property. To have and to hold the said above described property unto the said Mississippi Union Bank Until the Bonds of the State for said Sum of Ten Millions Five Hundred Thousand Dollars, issued in Conformity With the fifth and thirtieth Sections of said Original Act of Incorporation With the interest thereon Shall be paid Off and redeemed by the said Mississippi Union Bank. And Until the said John W. Leggett 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 John W Leggett & Jane Leggett do previously transfer said Stock and be discharged in the Manner and form prescribed by the twenty Ninth Section of the Original Act of incorporation and Sixth Section of the Act Supplementary thereto. — And upon Such payment or transfer and discharge as aforesaid then and thenceforth as Well this present indenture and the Estate hereby Granted Conveyed And Mortgaged as the bond aforesaid Shall Cease Determine and become absolutely Null and Void Anything herein Contained to the Contrary Notwithstanding, Otherwise to remain in full force and effect in Law and equity forever. — And the said Mississippi Union Bank doth hereby declare that it Accepts the bond of even date herewith and the Mortgage hereby executed and entered into in favor of said Bank, and doth further declare that upon the recording of these presents and upon the production of a Certificate from the Clerk of the Probate Court of the County or Counties Within Which the above Mentioned property May be Situated that the same has been duly recorded and that there is No prior deed of Conveyance, Mortgage or other incumbrance of Record thereon. And upon the production of a Second Certificate bearing date at least three Month 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 John W. Leggitt that there is no Judgment against him (or if there be any Stating the Amount) and there was none known to him against those under Whom he Claims at the date of their Conveyance to him respectively — And upon the production also of the affidavit of the Said Mortgagor that there is no Judgment against him unsatisfied either upon Original Suit or by forfeiture of delivery bond or Otherwise in any Court of the State or of the United States (or if there be any Stating its Amount) then the Said Mortgagor shall be the Lawful Owner of Fifty Nine Shares (Subject to be graduated and reduced or rejected as aforesaid) of the Stock of the Said Mississippi Union Bank And entitled as Such to all the rights, facilities advantages and profits to which the Stockholders of the Said Bank are entitled According to the true intent and meaning of the Said Original Act of incorporation and of the Act Supplemental thereto as aforesaid — It is Also hereby expressly understood and agreed, that in Case hereafter the right title or titles through which the present Mortgagor derives the above described property shall be deemed insufficient on account of some defect therein or if any Claim either by Judgment or Conveyance shall be successfully asserted thereto then the present Mortgagor shall be bound as he doth hereby bind himself to furnish Other unincumbered property of Sufficient Amount, and to execute therein a Mortgage to the Satisfaction of the board of directors of the Said Mississippi Union Bank Within Such reasonable time as the Said Board of directors May prescribe — The Said Mortgagor also agreeing that if the Whole Amount of the Bond for the Said Stock or any part thereof or the Whole Amount of the Loan he may receive as Stockholder as aforesaid or any part thereof shall not be punctually paid at Such times and places as the Same May respectively become due and payment thereof be required: According to the true intent and meaning of the Said Original Act of incorporation and the Act Supplemental thereto then the present Mortgage and the 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 pretended Loan According to the Laws of the State and to the true intent of the Said Original act of incorporation upon due public Notice thereof — It is also further hereby Understood and Agreed and the Said Mortgagor doth Acknowledge that Whenever it Shall appear to the Satisfaction of the Said Directors that the property presently and hereby Mortgaged to secure the Amount of Stock allotted to Said Mortgagor as aforesaid is not of Sufficient Value then the Said Mississippi Union Bank Shall have the right to reject the Same and in Such Case May require Other Security or in default thereof reduce the Shares of Such defaulter to the Amount Sufficiently Secured. In Testimony Whereof the Said John W. Leggitt and Jane Leggitt his Wife hath hereunto set their Names and Seal on the first day of May in the Year of our Lord Eighteen Hundred and Thirty Nine.

John W. Leggitt (L S)
Jane Leggitt (L S)

State of Mississippi } ss
Madison County } Personally appeared before me Danl Sutherland Esquire an acting Justice of the peace, the Within or above Named John W. Leggitt who acknowledged that he Signed Sealed and delivered the foregoing deed of Mortgage on the day and Year therein Mentioned as his act and deed. Given under my hand and Seal this first day of May A. D. 1839 Danl Sutherland J. P.

State of Mississippi. Madison County ss I, Danl Sutherland an acting Justice of the Peace in and for the County aforesaid do hereby Certify that Mistress Jane Leggitt Wife of the Grantor in the foregoing deed of Mortgage Whose Name is Also Signed thereto, this day personally appeared before me and on a private examination apart from her Husband acknowledged that She Signed Sealed and delivered the Same as her Voluntary act and deed freely, Without any fear threats or Compulsion of her said Husband. Given under my hand and Seal this first day of May in the Year of our Lord one thousand Eight Hundred and thirty Nine Danl Sutherland J. P.

William J. Austin to Mississippi Union Bank } Mortgage

Received for Record May 3d and Recorded May 11 1839
State of Mississippi } Mother Bank District
Madison County }

Whereas William J. Austin a Citizen of said State Residing in the County aforesaid (being an Owner of Real Estate situated in the State of Mississippi) on the 21st day of August in the Year Eighteen Hundred and thirty Eight (being within the time prescribed) at Canton in the County of Madison Subscribed for Four Hundred & Ninety five Shares of One Hundred Dollars each Amounting to Forty Nine 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 reapproved on the fifth February 1838. for Which said Sum of Forty Nine Thousand five Hundred Dollars the said William J. Austin hath executed his bond or Bill single of even date With these presents, payable to the said Mississippi Union Bank — And being desirous and desposed According to the provisions of the Eighth Section of said Original Act of incorporation of said Bank to secure the payment of the said Bond for the Stock so Subscribed as aforesaid, that the payment of the Capital and Interest of Ten Million Five Hundred Thousand Dollars of the 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 punctual payment of Four per Centum upon the principal and Seven per Centum Interest on the Loan he May Receive from said Bank as Stockholder therein according to the provisions of the thirty first Section of the Original Act of incorporation at such times and places as the Same May be required he the said William J. Austin hath Offered and agreed to Convey by Deed of Mortgage to the said Mississippi Union Bank the following described property. To Wit. The South West quarter of Section Number Nineteen in Township Number Seven of Range Number two East. (The Whole of Section Number Thirty in Same township and Range. The South half of the Northwest Quarter of Section Number twenty Nine in Same Township and Range. and Sixty Acres of South end of the West half of North East quarter of Same Section Township and Range. Containing together one Thousand three Hundred and Forty Acres. — Situate and now being in the County of Madison Which said property the Board of Directors of the said Mississippi Union Bank have as is hereby acknowledged deemed Sufficient and at least for the present equal to the Above Mentioned Number of Shares of the Stock so Subscribed as aforesaid Which after the Recording of these presents shall belong to the said William J Austin 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 Section of the said Original Act of incorporation And as Modified and Varied by the Eighth Section of the Act Supplemental thereto approved the fifteenth day of February 1838. Wherefore the said William J. Austin doth acknowledge himself Debtor to the Mississippi Union Bank in the said Sum of Forty Nine 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 holden by Virtue of these presents, the payment of Which (in Order to secure the payment of the Capital and interest of Ten Millions five Hundred Thousand Dollars of the Bonds of the State as aforesaid) and of the Loans Which the said William J. Austin Shall or May Obtain from the said Bank as aforesaid at Such times and in such proportions as the said Bank in Conformity With said Original Act of incorporation May require the said William J Austin is specially desirous to secure as aforesaid — Therefore This Indenture Made and entered into this first day of May in the Year Eighteen Hundred and thirty Nine by and between the said William J Austin and Nancy Austin his Wife Citizens of the State of Mississippi and residing in the County of Madison aforesaid of the One part and the Mississippi Union

Bank Created and incorporated by the Legislature of said State of the Other part —

Witnesseth that the said William J. Austin and Nancy Austin his Wife for and in Consideration of the premises before recited and of the further Consideration of One Hundred Dollars to them in hand paid and to secure the payments aforesaid do hereby Grant bargain Sell Convey and Mortgage and by these presents have Granted Bargained Sold Conveyed and Mortgaged unto the said Mississippi Union Bank all and Singular the above described property. —

To have and to hold the said above described Property unto the said Mississippi Union Bank until the Bonds of the State for said sum of Ten Millions five Hundred Thousand Dollars issued in Conformity with the fifth and thirtieth Sections of said Original act of incorporation with the fifth and thirtieth Sections of said Original act of incorporation with the interest thereon shall be paid off and Redeemed by the said Mississippi Union Bank and until the said William J. Austin 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 provision of the thirty first Section of said Original Act of incorporation unless the said William J. Austin do previously transfer said Stock and be discharged in the Manner and form prescribed by the twenty Ninth Section of the Original act of incorporation and sixth Section of the act Supplemental thereto. And upon such payment or transfer and discharge as aforesaid then and thenceforth as well this present Indenture and the Estate hereby granted Conveyed and Mortgaged as the bond aforesaid shall cease determine and become absolutely Null and Void anything herein Contained to the contrary notwithstanding. Otherwise to remain in full force and effect in Law and equity forever. And the said Mississippi Union Bank doth hereby declare that it accepts the Bond of even date herewith and the Mortgage hereby executed and entered into in favor of said Bank and doth further declare that upon the Recording of these presents and upon the production of a Certificate from the Clerk of the Probate Court of the County or Counties within which the above Mentioned property may be situated, that the same has been duly Recorded and that there is no prior deed of Conveyance Mortgage or Other 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 J. Austin that there is no judgment against him (or if there be any stating the amount) and that there was none known to him against those under whom he Claims at the date of their conveyance to him respectively — and upon the production also of the affidavit of the said Mortgagor that there is no judg„ „ment against him unsatisfied either upon original suit or by forfeiture of delivery bond or otherwise in any Court of the State or of the United States (or if there be any stating its Amount) then the said Mortgagor shall be the lawful Owner of Four Hundred & Ninety five Shares (subject to be graduated and reduced or regarded as aforesaid) of the Stock of the said Mississippi Union Bank and entitled as such to all the rights, facilities advantages and profits to which the Stockholders of the said Bank are entitled according to the true intent and Meaning of the said Original Act of incorporation and of the act Supplemental thereto as aforesaid. — It is also hereby expressly understood and agreed that in case hereafter the right title or titles through which the present Mortgagor derives the above described property should be deemed insufficient on account of some defect therein, or if any Claim, either by Judgment or Conveyance should be successfully

Apertain thereto then the present Mortgage shall be bound as he doth hereby bind himself to furnish Other unincumbered property of Sufficient Amount and to execute thereon a Mortgage to the Satisfaction of the Board of Directors of the Said Mississippi Union Bank Within Such Reasonable time as the Said Board of Directors May prescribe. —

The Said Mortgagor also agreeing that if the Whole Amount of the Bond for the Said Stock or any part thereof or the Whole Amount of the Loan he May receive as Stockholder as aforesaid or any part thereof Shall not be punctually paid at Such times and places as the Same May respectively become due and payment thereof be required according to the true intent and Meaning of the Said Original Act of incorporation and the Act Supplemental thereto. then the present Mortgage and the Sums of Money hereby Secured by Virtue of the twenty Sixth Section of the Said Original Act of incorporation Shall bear Ten per Centum Interest per Annum after Maturity if not punctually paid and the Said Mississippi Union Bank May and Shall have the right to Cause the Said property Mortgaged as aforesaid in Whose hands Soever the Same May be found or a Sufficient quantity thereof. to be Seized and Sold to Obtain the payment of any Sum or Sums of Money Which the Said Mortgagor May Owe as Stockholder, either on Said Stock or on Said privilege Loan According to the Laws of this State and to the true intent of the Said Original Act of incorporation upon due public Notice thereof. —

It is also further hereby Understood and agreed, and the Said Mortgagor doth Acknowledge that Whenever it Shall appear to the Satisfaction of the Said Directors that the property presently and hereby Mortgaged to Secure the Amount of Stock Allotted to Said Mortgagor as aforesaid is not of Sufficient Value, then the Said Mississippi Union Bank Shall have the Right to Reject the Same, and in Such case May require Other Security, or in default thereof Reduce the Shares of Such defaulter to the Amount Sufficiently Secured. — In Testimony Whereof the Said William J. Austin and Nanny Austin his Wife have hereunto Set their Hands and Seals on this First day of May in the year of our Lord Eighteen Hundred and Thirty Nine.

Wm J. Austin (LS)
Nanny Austin (LS)

State of Mississippi } ss
Madison County } Personally appeared before me Thos. Shackleford Judge of the Probate Court for Said County the Within or above named William J. Austin Who acknowledged that he Signed Sealed and delivered the foregoing deed of Mortgage on the day and Year therein Mentioned as his Act and deed. —

Given Under My hand and Seal this First day of May A.D. 1839

Thos. Shackleford (Seal)
Judge of Probate

State of Mississippi Madison County ss
I. Thomas Shackleford Judge of Probate in and for Said County do hereby Certify that Mississippi Nanny Austin. Wife of the grantor in the foregoing deed of Mortgage Whose name is also Signed thereto. this day personally appeared before me and on a private examination apart from her Husband, acknowledged that she Signed Sealed and delivered the Same as her Voluntary Act and deed. freely Without any fear threat or compulsion of her said Husband. — Given Under My hand and Seal this First day of May in the Year of our Lord One Thousand Eight Hundred and Thirty Nine

Thos. Shackleford (Seal)
Judge of Probate.

Nathan B. Whitehead
To } Mortgage
Mississippi Union Bank

Received for Record May 3d and Recorded May 11 1839
State of Mississippi } Mother Bank District
Madison County }

Whereas Nathan B. Whitehead a Citizen of Said State Residing in the County aforesaid (being an Owner of Real Estate situated in the State of Mississippi) on the Second day of October in the Year Eighteen Hundred and thirty Eight (being within the time prescribed) at Jackson in the County of Hinds Subscribed for three Hundred & forty Eight Shares of One Hundred Dollars Each Amounting to Thirty four Thousand Eight Hundred Dollars of the Stock of the Mississippi Union Bank Created and incorporated by an Act of the legislature of Said State Approved on the Twenty first day of January in the Year Eighteen Hundred and thirty Seven and reapproved on the fifth February 1838. for Which Said Sum of Thirty four Thousand Eight Hundred Dollars the Said Nathan B. Whitehead hath executed his bond or Bill Single of even date with these presents payable to the Said Mississippi Union Bank And being desirous and disposed According to the provisions of the Eighth Section of Said Original Act of incorporation of Said Bank to Secure the payment of the Said Bond for the Stock So Subscribed as aforesaid. that the payment of the Capital and Interest of Ten Millions Five Hundred Thousand Dollars of the Loan to be Obtained by Means of the bonds of the State issued in Conformity with the fifth Section of Said Original act of incorporation at the times the Said bonds for that Sum Severally fall due May thereby be assured — And to Secure the Annual payment of Four per Centum upon the principal and Seven per centum Interest on the Loan he may receive from Said Bank as Mortgagee 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 Nathan B. Whitehead hath offered and agreed to convey by deed of Mortgage to the Said Mississippi Union Bank the following described Property, To Wit: the Southwest quarter of Section No 2. South East quarter and South half of the Southwest quarter of Section No 3. the East half and the East half of the North west quarter of Section No 10 The North half and the West half of South east quarter and the North half of Southwest quarter of Section No 11 and the West half of Northwest quarter of Section No 12 Township No 9 in Range No 4 East Also the East half of the South east Quarter of Section No 18 Township No 9 Range No 5 East Containing Fifteen Hundred and Thirty Acres be the Same More or Less together With all the improvements thereon Valued at 3695 Dollars. Situated and now being in the County of Madison aforesaid. 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 — Nathan B. Whitehead Subject however and hereafter if need be to be graduated and reduced or finally Rejected According to the principles Embodied in the Second and twenty Sixth Sections of the Said Original Act of incorporation and as Modified and Varied by the Eighth Section of the Act Supplemental thereto Approved the fifteenth day of February 1838. Therefore the said Nathan B. Whitehead doth acknowledge himself debtor to the Mississippi Union Bank in the Said Sum of Thirty four Thousand Eight Hundred Dollars being the Amount of the Shares of the Stock of Said Bank So Subscribed as aforesaid of Which he is to be Holden by Virtue of the aforesaid Obligation payment of Which (in Order to Secure the payment of the Capital and Interest of Ten Millions Five Hundred Thousand Dollars of the Bonds of the State as aforesaid) and of the loans which the Said Nathan B. Whitehead 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 Nathan B. Whitehead is specially desirous to secure as aforesaid —

Therefore this Indenture Made and Entered into this first day of May in the year Eighteen Hundred and Thirty Nine by and Between Nathan B. Whitehead and Mary ann Whitehead his Wife Citizens of the State of Mississippi and resident 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 Nathan B. Whitehead and Mary Ann Whitehead his Wife for and in Consideration of the premises before recited and of the further Consideration of One Hundred Dollars to them in hand paid and to secure the payments aforesaid do hereby Grant Bargain Sell Convey and Mortgage and by these presents have Granted Bargained Sold Conveyed and Mortgaged Unto the said Mississippi Union Bank all and Singular the above described property. — To have and to hold the said above described property Unto the said Mississippi Union Bank until the bonds of the State for said sum of Ten Millions Five Hundred Thousand Dollars issued in conformity with the fifth and thirtieth Sections of said Original Act of incorporation With the Interest thereon shall be paid off and Redeemed by the said Mississippi Union Bank and Unto the said Nathan B. Whitehead shall have paid the Amount of said bond executed to the said Mississippi Union Bank for the Amount of said Shares as aforesaid and also until he shall have paid the privilege Loan which he may have Obtained as Stockholder According to the provision of the thirty first Section of said Original Act of incorporation Unless the said Nathan B. Whitehead and Wife do previously transfer said Stock and be discharged in the Manner and form prescribed by the Twenty-sixth Section of the Original Act of incorporation and sixth Section of the Act Supplemental thereto. And upon such payments or transfer and discharge as aforesaid then and thenceforth as Well this present Indenture and the Estate hereby Granted conveyed and Mortgaged as the Bond aforesaid shall cease determine and become absolutely Null and Void anything herein Contained to the Contrary Notwithstanding Otherwise to remain in full force 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 Nathan B. Whitehead that there is No Judgment against him (or if there be any stating the Amount) and that there was None known to him against those Under Whom he (claims) at the date of their Conveyance to him respectively and upon the production also of the affidavit of the said Mortgagor that there is No Judgment against him unsatisfied either upon Original Suit or by forfeiture of Delivery Bond or Otherwise in Any Court of the State or of the United States (or if there be any stating its Amount) then the said Mortgagor shall be the Lawful Owner of Three Hundred & forty Eight Shares (Subject to be augmented and diminished or Reduced as aforesaid) of the Stock of the said Mississippi Union Bank and entitled as such to all the rights faculties. advantages and profits to Which the Stockholders of the said Bank are entitled According to the true intent and Meaning of the said Original Act of incorporation and of the Act Supplemental thereto as aforesaid

It is also hereby expressley understood and agreed that in case hereafter the right title or titles through Which the present Mortgagor derives the above described property should be deemed insufficient on Account of some defect therein or if any Claim either by Judgment or Conveyance should be successfully asserted thereto then the present Mortgagor shall be bound as he doth hereby bind himself to furnish other unincumbered property of sufficient Amount and to execute thereon a Mortgage to the Satisfaction of the Board of Directors of the said Mississippi Union Bank Within such Reasonable time as the said Board of Directors may prescribe

The Said Mortgagor Also agreeing that if the Whole Amount of the Bonus for the Said Stock or any part thereof or the Whole Amount of the Loan he May Receive as Stockholder as aforesaid or any part thereof Shall Not be punctually paid at Such times and places as the Same May respectively become due and payment thereof be required According to the true intent and Meaning of the Said Original act of incorporation and the act Supplemental thereto then the present Mortgage and the Sums of Money hereby Secured by Virtue of the twenty Sixth Section of the Said Original Act of incorporation Shall bear ten per Centum Interest per Annum after Maturity if Not punctually paid and the Said Mississippi Union Bank May and Shall have the Right to Cause the Said property Mortgaged as aforesaid in Whose hands Soever the Same May be found or a sufficient quantity thereof to be Seized and Sold to Obtain the payment of any Sum or Sums of Money Which the Said Mortgagor May owe as Stockholder either on Said Stock or on Said privileged Loan According to the Laws of this State and to the true intent of the Said Original Act of incorporation upon due public Notice thereof. —

It is also further hereby Understood and agreed and the Said Mortgagor doth Acknowledge that Whenever it Shall appear to the Satisfaction of the Said Directors that the property presently and hereby Mortgaged to Secure the Amount of Stock allotted to Said Mortgagor as aforesaid is Not of Sufficient Value then the Said Mississippi Union Bank Shall have the Right to Reject the Same and in Such case May require Other Security or in default thereof Reduce the Shares of Such Defaulter to the Amount Sufficiently Secured. In testimony Whereof the Said Nathan B. Whitehead and Mary M. Whitehead his Wife have hereunto Set their Hands and Seals on this first day of May in the Year of our Lord Eighteen Hundred and Thirty Nine

N. B. Whitehead (L.S.)
Mary M. Whitehead (L.S.)

State of Mississippi } ss
Madison County }

Personally appeared before me James M. Baker Esquire Justice of the peace of Said County the Within or Above Named Nathan B. Whitehead 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 private Seal this 2d day of May A. D. 1839

James M. Baker J. P. (Seal)

State of Mississippi Madison County ss

I. James M. Baker an Acting Justice of the Peace of Said County do hereby Certify that Mistress Mary M. Whitehead Wife of the Grantor in the foregoing Deed of Mortgage Whose Name is Also Signed thereto, this day personally appeared before me And on a private examination apart from her husband acknowledged that She Signed Sealed and Delivered the Same as her Voluntary Act and Deed freely, Without Any fear, threats or Compulsion of her Said Husband. —

Given under My hand and private Seal this Second day of May in the Year of our Lord One Thousand Eight Hundred and Thirty Nine.

James M. Baker J. P. (Seal)

James Adams & Wife To Mortgage Mississippi Union Bank } Received for Record May 4 and Recorded May 11th 1839 State of Mississippi Madison County } Mother Bank District

Whereas James Adams a Citizen of Said State Residing in the County aforesaid (being an Owner of Real Estate Situated in the State of Mississippi) on the 30th 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 twenty three Shares of

one Hundred Dollars each Amounting to twenty two Thousand three Hundred Dollars of the Stock of the Mississippi Union Bank Created and incorporated by an act of the Legislature of said State Approved on the twenty first day of January in the Year Eighteen Hundred and thirty Seven and reapproved on the Fifth February 1838. for which said Sum of Twenty two Thousand three Hundred Dollars the said James Adams hath executed his bond or Bill single of even date with these presents payable to the said Mississippi Union Bank. and being desirous and disposed according to the provisions of the Eighth Section of said Original Act of incorporation of said Bank to secure the payment of the said Bond for the Stock so subscribed as aforesaid that the payment of the Capital and Interest of Ten Millions five hundred Thousand Dollars of the Loan to be obtained by Means of the Bonds of the State issued in Conformity with the fifth Section of said Original act of incorporation at the times the said Bonds for that Sum shall severally fall due may thereby be assured. and to Secure the annual payment of Four per Centum upon the principal and Seven per Centum Interest on the Loan he may receive from said Bank as Stockholder therein according to the provisions of the Thirty first Section of the Original Act of incorporation at such times and places as the same may be required. he the said James Adams hath offered and agreed to Convey by deed of Mortgage to the said Mississippi Union Bank the following described property. to Wit: The South half of the Southwest quarter of Section Number Thirty four. The South half of the South east quarter of Section Number Thirty three in Township Number Nine of Range Three East The North West Quarter of Section three, The East half of the East half of Section Four. The East half of the Southwest quarter of Section Five and the West half of the North West quarter of Section Eight all in Township Eight of Range three East Containing Six Hundred and thirty Eight Acres More or Less situate and now being in the County of Madison. which said property the Board of Directors of the said Mississippi Union Bank have as is hereby acknowledged deemed sufficient and at Least for the present equal to the above mentioned Number of Shares of the Stock so subscribed as aforesaid. which after the Recording of these presents shall belong to the said James Adams. subject however and hereafter if needed to be graduated and reduced or finally Rejected according to the principles embodied in the Second and Twenty Sixth Sections of the said Original Act of incorporation and as Modified and Varied by the Eighth Section of the Act Supplementary thereto approved the Fifteenth day of February 1838. Wherefore the said James Adams doth acknowledge himself debtor to the Mississippi Union Bank in the said Sum of Twenty two Thousand three Hundred Dollars being the Amount of the Shares of the Stock of said Bank so subscribed as aforesaid of which he is to be holden by Virtue of these presents. the payment of which (in Order to Secure the payment of the Capital and Interest of Ten Millions five Hundred Thousand Dollars of the Bonds of the State as aforesaid) and of the Loan which the said James Adams shall or may Obtain from the said Bank as aforesaid at such times and in such proportions as the said Bank in Conformity with said Original Act of incorporation may require the said James Adams is specially desirous to secure as aforesaid. Therefore this Indenture Made and entered into this fourth day of May in the Year Eighteen Hundred and thirty Nine by and between James Adams and Lois G. Adams his Wife Citizens of the State of Mississippi and Residing in the County of Madison aforesaid of the One part and the Mississippi Union Bank Created and incorporated by the Legislature of said State of the Other part. Witnesseth that the said James Adams and Lois G. Adams 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 sums of Ten Millions Five Hundred Thousand Dollars issued in conformity with the fifth and thirtieth Section of said Original Act of incorporation with the Interest thereon shall be paid off and Redeemed by the said Mississippi Union Bank and until the said James Adams 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 untill he shall have paid the priviledged Loan which he may have Obtained as Stockholder according to the provisions of the thirty first Section of said Original act of incorporation Unless the said James Adams 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 therefore as well this present indenture and the Estate hereby Granted Conveyed and Mortgaged as the bond aforesaid. Shall cease. determine and become absolutely Null & Void any thing herein contained to the contrary notwithstanding. Otherwise to Remain in full force and effect in Law and equity forever. — And the said Mississippi Union Bank doth hereby declare that it accepts the bond of even date herewith and the Mortgage hereby executed and entered into in favor of said Bank. and doth further declare that upon the Recording of these presents and upon the production of a certificate from the Clerk of the Probate Court of the County or Counties within which the above mentioned property may be situated that the same has been duly Recorded and that there is no prior deed of Conveyance Mortgage or Other incumbrance of Record thereon. and upon the production of a second certificate bearing date at Least three Months subsequent to the day of the Recording of these presents. that no Other Mortgage or incumbrance whatever upon said Land was Recorded or delivered for Record in the Office of said Clerk, and that since the date of the act of Recording these presents no Other Mortgage. deed of Conveyance or incumbrance whatever upon the aforesaid property has been Recorded or delivered for Record — and upon the production of the certificate of the Clerk of the Circuit Court of the County of the Residence of the said James Adams 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 twenty three Shares (subject to be graduated and reduced or Rejected as aforesaid) of the Stock of the said Mississippi Union Bank and entitled as such to all the rights. faculties advantages and profits to which the Stockholders of the said Bank are entitled according to the true intent and Meaning of the said Original act of incorporation and of the act Supplemental thereto as aforesaid —

It is also hereby expressly Understood and agreed that in Case hereafter the right title or titles through which the present Mortgagor derives the above described property 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 Resolve. —

The said Mortgagor also agreeing that if the Whole amount of the Bond for the said Stock or any part thereof or the Whole amount of the loan he may receive as Stockholder as

aforesaid or any part thereof shall not be punctually paid at such times and places as the same may respectively become due and payment thereof be required according to the true intent and meaning of the said Original act of incorporation and the act Supplementary thereto. then this present Mortgage and the sums of money hereby secured by virtue of the twenty sixth section of the said Original act of incorporation shall bear ten per-centum Interest per annum if not punctually paid and the said Mississippi Union Bank may and shall have the Right to cause the said property Mortgaged as aforesaid in whose hands soever the same may be found or a sufficient quantity thereof to be seized and sold to obtain the payment of any sum or sums of money which the said Mortgagor may owe as stock holder either on said stock or on said privileged Loan according to the Laws of this State and to the true intent of the said Original act of incorporation upon due Public Notice thereof — It is also further hereby understood and agreed and the said Mortgagor doth acknowledge that whenever it shall appear to the satisfaction of the said directors that the property presently and hereby Mortgaged to secure the amount of stock allotted to said Mortgagor as aforesaid is not of sufficient value then the said Mississippi Union Bank shall have the right to report the same and in such case may require other security. or in default thereof reduce the shares of such defaulter to the amount sufficiently secured. —

In testimony whereof the said James Adams and Lois G. Adams his wife have hereunto set their hands and seals on this fourth day of May in the year of our Lord Eighteen Hundred and Thirty nine.

James Adams {L S}
Lois G. Adams {L S}

State of Mississippi } ss
Madison County } Personally appeared before me John T. Cameron Clerk of Probate Court of said County the within or above named James Adams who acknowledged that he signed sealed and delivered the foregoing deed of Mortgage on the day and year therein mentioned as his act and deed — Given under my hand and seal of Office at Canton this fourth day of May A.D. 1839

(Seal) John T. Cameron Clerk

State of Mississippi Madison County ss
I. John T. Cameron Clerk of the Probate Court of said County do hereby Certify that Mrs. Lois G. Adams wife of the Grantor in the foregoing deed of Mortgage whose name is also signed thereto this day personally appeared before me and on a private examination apart from her Husband acknowledged that she signed sealed and delivered the same as her voluntary act and deed, freely, without any fear. threats or compulsion of her said Husband — Given under my hand and seal of Office at Canton. this fourth day of May in the year of our Lord One thousand Eight Hundred and thirty nine

(Seal) John T. Cameron Clerk

A. C. Gillespie & Others
To
Mississippi Union Bank
Mortgage

Received for Record May 6 and Recorded May 13 1839
State of Mississippi
Madison County
Mother Bank District

Whereas Allen C. Gillespie William E. Gillespie Thomas H. Gillespie & John C. Gillespie Citizens of said State Residing in the County aforesaid (Being Owners 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 Four Hundred and Eighty Shares of one Hundred dollars each Amounting to Forty Eight Thousand Dollars of the Stock of the Mississippi Union Bank Created and incorporated by an act of the Legislature of said State

Approved on the Twenty first day of January in the Year Eighteen Hundred and thirty Seven and Reapproved on the Fifth February 1838 for which said Sum of Forty Eight Thousand Dollars the said Allen C. Gillespie, William E. Gillespie, Thomas H. Gillespie & John C. Gillespie have executed their Bond or Bill single of even date with the consideration payable to said Mississippi Union Bank, and being desirous and disposed according to the provision of the Eighth section of said Original Act of incorporation of said Bank to secure the payment of the said Bond for the Stock so subscribed as aforesaid that the payment of the Capital and Interest of Ten Million Five Hundred Thousand Dollars of the Loan to be Obtained by Means of the Bonds of the State issued in Conformity with the fifth Section of said Original Act of incorporation at the times the said Bonds for that Sum shall severally fall due may thereby be assured, and to secure the annual payment of Four per Centum upon the principal and Seven per Centum Interest on the Loan he may Receive from said Bank as stockholders 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, they the said Allen C. Gillespie, William E. Gillespie, Thomas H. Gillespie & John C. Gillespie hath Offered and agreed to Convey by deed of Mortgage to the said Mississippi Union Bank the following Described property: To Wit, the South half West half Southwest quarter Section twenty Eight. Also the South half South East quarter and South half East half Southwest quarter of Section twenty Nine. Also North half east half Northeast quarter. West half North East quarter and Northwest quarter of Section thirty three. Also North east Quarter East half North West quarter and South half Section thirty two Township Seven of Range three East containing one Thousand Acres. Also the Northwest quarter and West half of the South West quarter of Section Thirty four. Also the North East quarter and the East half of the South East quarter of Section thirty three Township Eleven Range four East containing Four Hundred and Eighty Acres. Situate and Now being in the County of Madison and State aforesaid. 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 Allen C. Gillespie, William E. Gillespie, Thomas H. Gillespie and John C. Gillespie subject however and hereafter if need be to be graduated and Reduced or totally Rejected According to the principles embodied in the Second and Twenty Sixth Sections of the said Original act of incorporation and as Modified and Varied by the Eighth section of the act Supplementary thereto Approved the fifteenth day of February 1838. Therefore the said Allen C. Gillespie, William E. Gillespie, Thomas H. Gillespie and John C. Gillespie do acknowledge themselves Debtors to the Mississippi Union Bank in the said Sum of Forty Eight Thousand Dollars being the Amount of the Shares of the Stock of said Bank so Subscribed as aforesaid of which they are to be holders 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 Loan of the State as aforesaid) and of the Loans which the said Allen C. Gillespie, William E. Gillespie, Thomas H. Gillespie & John C. Gillespie 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 Allen C. Gillespie, William E. Gillespie, Thomas H. Gillespie & John C. Gillespie are specially desirous to secure as aforesaid. Therefore this Indenture Made and Entered into this _____ day of _____ in the Year Eighteen Hundred and thirty by and between Allen C. Gillespie, William E. Gillespie, Thomas H. Gillespie, John C. Gillespie and Rosana H. Wife of said John C. Gillespie 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 Allen C. Gillespie

Thomas H. Gillespie. William E. Gillespie & John C. Gillespie and Roena H. Wife of the said John C. Gillespie for and in Consideration of the premises before recited and of the further Consideration of One Hundred Dollars to them in hand paid and to Secure the payments aforesaid they hereby Grant. Bargain. Sell. Convey and Mortgage and by these presents have Granted. Bargained. Sold. Conveyed and Mortgaged unto the said Mississippi Union Bank All and Singular the above described property. To Have and to Hold the said above described property unto the said Mississippi Union Bank Until the bonds of the State for said Sum of Ten Millions Five Hundred Thousand Dollars issued in Conformity With the fifth and Thirtieth Sections of said Original Act of incorporation With the interest thereon. Shall be paid off and Redeemed by the said Mississippi Union Bank. and Until the said Allen C. Gillespie. William E. Gillespie Thomas H. Gillespie & John C. Gillespie 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 Allen C. Gillespie. William E. Gillespie Thomas H. Gillespie and John C. Gillespie do previously transfer said Stock and be discharged in the Manner and form prescribed by the twenty sixth Section of the Original Act of incorporation and sixth Section of the Act Supplementary hereto 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 Allen C. Gillespie William E. Gillespie Thomas H. Gillespie & John C. Gillespie that there is No Judgment against him (or if there be any State the Amount) and that there Was none Known to him against those under Whom he Claims at the date of their Conveyance to him respectively. and upon the production also of the affidavit of the said Mortgagor that there is No Judgment against him unsatisfied either upon Original Suit or by forfeiture of delivery Bond or otherwise in any Court of the State or of the United States (or if there be any State its Amount) then the said Mortgagors Shall be the Lawful Owners of Four Hundred and Eighty Shares (Subject to be graduated and reduced or Rejected as aforesaid) of the Stock of the said Mississippi Union Bank and entitled as such to all the rights. faculties. advantages and profits to Which the Stockholders of the said Bank are entitled According to the true Intent and Meaning of the said Original act of incorporation and of the Act Supplementary thereto as aforesaid. — It is also hereby expressly Understood and agreed that in Case hereafter the right. title or titles. through Which the present Mortgagor derives the above described Property Should be deemed insufficient on account of Some defect therein or if any Claim either by Judgment or Conveyance Should be Successfully asserted thereto then the present

Mortgagor shall be bound as he doth hereby bind himself to furnish Other unincumbered property of Sufficient Amount and to execute thereon a Mortgage to the Satisfaction of the Board of Directors of the Said Mississippi Union Bank Within Such reasonable time as the Said Board of Directors May prescribe. — The Said Mortgagor also agreeing that if the Whole Amount of the Bonds for the Said Stock or any part thereof or the Whole Amount of the Loan he May receive as Stockholder as aforesaid or any part thereof Shall not be punctually paid at Such times and places as the Same May respectively become due and payment thereof be required According to the true intent and Meaning of the Said Original act of incorporation and the act Supplemental thereto then this present Mortgage and the Same 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 premises Loan According to the Laws of this State and to the true intent of the Said Original Act of incorporation upon due public Notice thereof. — It is Also further hereby Understood and agreed and the Said Mortgagor doth acknowledge that Whenever it Shall appear to the Satisfaction of the Said Directors that the property presently and hereby Mortgaged and 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 Allen C. Gillespie William E. Gillespie Thomas H Gillespie & John C. Gillespie and Rowena H Wife of the Said John C. Gillespie have hereunto Set their hands and Seals on this Sixth day of April in the Year of our Lord Eighteen Hundred and Thirty Nine

Allen C. Gillespie {Seal}
William E. Gillespie {Seal}
Thos. H Gillespie {Seal}
John C Gillespie {Seal}
Rowena H Gillespie {Seal}

State of Mississippi } ss
Madison County } Personally appeared before me John T. Cameron Clerk of the probate Court of Said County the Within & Above Named Allen C. Gillespie. William E. Gillespie Thomas H Gillespie and John C. Gillespie. Who Acknowledged that they Signed Sealed and delivered the foregoing deed of Mortgage on the day and Year therein Mentioned as their Act and deed — Given under My hand and Seal of office at Canton this Sixth day of May A. D. 1839

John T. Cameron Clerk

(Seal)

State of Mississippi. Madison County ss

I. John T. Cameron Clerk of the Probate Court of Said County do hereby Certify that Mistress Rowena H Gillespie Wife of the Grantor John C Gillespie in the foregoing deed of Mortgage Whose Name is Also Signed thereto this day personally appeared before me and on a private examination apart from her husband Acknowledged that she Signed Sealed and delivered the Same as her Voluntary Act and deed Freely Without any fear threats or Compulsion of her Said Husband. Given under My hand and Seal of Office at Canton this Sixth day of May in the Year of our Lord One Thousand Eight Hundred and thirty Nine

John T. Cameron Clerk

(Seal)

William Carson } Received for Record May 6th and Recorded May 13 1839
To } Mortgage } State of Mississippi } Mother Bank District
Mississippi Union Bank } Madison County }

Whereas William Carson a Citizen of said State Residing in the County aforesaid (being an Owner of Real Estate Situated in the State of Mississippi) on the 28th Day of August in the Year Eighteen Hundred and thirty Eight (Being within the time prescribed) at Canton in the County of Madison Subscribed for One Hundred & Three Shares of One Hundred Dollars each Amounting to Ten Thousand Three Hundred Dollars of the Stock of the Mississippi Union Bank Created and incorporated by an act of the Legislature of said State Approved on the Twenty first Day of January in the Year Eighteen Hundred and thirty seven Confirmed on the fifth February 1838 for which Sum of Ten Thousand Three Hundred Dollars the said William Carson 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 provision of the Eighth Section of said Original Act of incorporation of said Bank to secure the payment of the Capital and Interest of Ten Millions Five Hundred Thousand Dollars of the Loan 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 assessed: and to secure the annual payment of Four per Centum Upon the principal and Seven per Centum Interest on the Loan he may Receive from said Bank as Stockholder therein According to the provisions of the Thirty first Section of the Original Act of incorporation at Such Times and places as the Same May be required he the said William Carson hath Offered and agreed to Convey by Deed of Mortgage to the said Mississippi Union Bank the following described property to Wit. —

Forty Eight 86/100 Acres off of the North End of the East half of the North West quarter of Section Number One in Township Number Eleven of Range Number Four East. The West half of the North East Quarter of Same Section Township and Range, Lots Number Seven and Eight of Same Section Township and Range And the North half of the West half of the North East quarter of Section Number Twelve in Same Township and Range Containing together Three Hundred and Twenty four 55/100 Acres of Land. — Situate and Now Lying 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 Carson Subject however and hereafter if Need be to be graduated and Reduced or finally Rejected According to the principle embodied in the Second and Twenty Sixth Sections of the said Original Act of incorporation and as Modified and Varied by the Eighth Section of the Act Supplementary thereto approved the fifteenth Day of February 1838. Therefore the said William Carson doth acknowledge himself Debtor to the Mississippi Union Bank in the Sum of Ten Thousand three Hundred dollars being the Amount of the Shares of the Stock of said Bank So Subscribed as aforesaid of Which he is to be Holden by Virtue of these presents. 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 Carson is Specially desirous to Secure as aforesaid. — Therefore this Indenture Made and Entered in to the Twenty Seventh day of April in the Year Eighteen Hundred and thirty Nine by and between the said William Carson and Sarah Carson 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 Carson and Sarah Carson his Wife for and in Consideration of the premises before recited and of the further Consideration of One

hundred Dollars to them in hand paid and to secure the payment aforesaid do hereby Grant Bargain Sell Convey and Mortgage and by these presents have Granted 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 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 ~~[illegible]~~ 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 Untill the said William Carson 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 Untill 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 Carson do previously transfer said Stock and be discharged in the Manner and form prescribed by the twenty Ninth Section of the Original act of incorporation and sixth Section of the Act Supplemental thereto. And upon such payment or transfer and discharge as aforesaid then and thenceforth as Well this present Indenture and the Estate hereby Granted Conveyed and Mortgaged as the bond aforesaid Shall cease determine and become absolutely Null and Void Anything herein Contained to the Contrary Notwithstanding Otherwise to remain in full force and effect in Law and equity forever. — And the said Mississippi Union Bank doth hereby declare that it Accepts the bond of even date herewith and the Mortgage hereby executed and Entered into in favor of said Bank and doth further declare that upon the recording of these presents and upon the production of a Certificate from the Clerk of the probate Court of the County or Counties Within which the above Mentioned property May be Situated that the same has been duly recorded and that there is no prior deed of Conveyance Mortgage or Other 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 said William Carson that there is no Judgment against him (or if there be any Stating the Amount) and that there was none known to him against those under Whom he Claims at the date of their Conveyance to him respectively And upon the production also of the affadavit of the said Mortgagor that there is no Judgment against him unsatisfied either upon Original Suit or by forfeiture of delivery Bond or otherwise in any Court of the State or of the United States (or if there be any Stating its Amount) then the said Mortgagor Shall be the Lawful Owner of One Hundred and three Shares (Subject to be graduated and Reduced or rejected as aforesaid) of the Stock of the said Mississippi Union Bank and entitled as such to all the rights, facilities, advantages and profits to Which the Stockholders of the said Bank are entitled according to the true intent and Meaning of the said Original act of incorporation and of the Act Supplemental thereto as aforesaid. — It is also hereby expressly Understood and agreed that in Case hereafter the right, title or titles through Which the present Mortgagor derives the above described property should be deemed insufficient on account of some defect therein or if any Claim either by Judgment or Conveyance should be successfully asserted thereto then the present Mortgagor Shall be bound as he doth hereby bind himself to furnish Other unincumbered property of Sufficient Amount and to execute thereon a Mortgage to the Satisfaction of the Board of Directors of the said Mississippi Union Bank Within such Reasonable time as the said Board of Directors May prescribe. —

The said Mortgagor also agreeing that if the Whole Amount of the Bond for the said Stock or any part thereof or the Whole Amount of the Loan he May receive as Stockholder as aforesaid

or any part thereof shall not be punctually paid at such times and places as the same may respectively become due and payment thereof be required according to the true intent and meaning of the said Original Act of incorporation and the Act Supplemental thereto then the present Mortgage and the sums of Money hereby secured by Virtue of the Twenty Sixth Section of the said Original Act of incorporation shall bear ten per centum Interest per Annum after Maturity if not punctually paid and the said Mississippi Union Bank may and shall have the Right to cause the said property Mortgaged as aforesaid in whose hands soever the same may be found or a sufficient quantity thereof to be Seized and Sold to Obtain the payment of any Sum or Sums of Money which the said Mortgagor may Owe as Stockholder either on said Stock or on said Privileged Loan According to the Laws of the State and to the true intent of the said Original Act of Incorporation upon due public Notice thereof. — It is also further hereby understood and agreed. and the said Mortgagor doth acknowledge that whenever it shall appear to the Satisfaction of the said Directors that the property presently and hereby Mortgaged to secure the Amount of Stock allotted to said Mortgagor as aforesaid is not of Sufficient Value then the said Mississippi Union Bank shall have the Right to reject the same and in such Case may require Other Security or in default thereof reduce the Shares of such defaulter to the Amount sufficiently Secured. — In Testimony Whereof the said William Carson and Sarah Carson his Wife have hereunto set their hands and Seals on the twenty Seventh day of April in the Year of our Lord Eighteen Hundred and thirty nine. —

William Carson {L S}
Sarah Carson {L S}

State of Mississippi } ss
Madison County } Personally appeared before me R. B. W. Fleming Esquire a Justice of the peace for said County the within or above named William Carson who acknowledges that he signed sealed and delivered the foregoing deed of Mortgage on the day and Year therein Mentioned as his act and Deed. Given Under my hand and Seal this 27th day of April A.D. 1839 R. B. W. Fleming J.P. (Seal)

State of Mississippi. Madison County ss

I. R. B. W. Fleming an acting Justice of the peace in and for said County do hereby certify that Mistress Sarah Carson Wife of the Grantor in the foregoing deed of Mortgage whose Name is also signed thereto. this day personally appeared before me and on a private examination apart from her Husband acknowledged that she signed sealed and delivered the same as her Voluntary Act and Deed. Freely. Without any fear. threats or Compulsion of her said Husband. Given Under my hand and Seal this 27th day of April in the Year of our Lord One Thousand Eight Hundred and thirty nine

R. B. W. Fleming J.P. (Seal)

John B. Peyton & Wife To Mississippi Union Bank — Mortgage

Recorded for Record 13th May and Recorded the 14th day of May 1839
State of Mississippi } Mother Bank District
Hinds County }

Whereas John B. Peyton a Citizen of said State residing in the County aforesaid (Being an Owner of Real Estate situated in the State of Mississippi) on the first day of September in the Year Eighteen Hundred and thirty Eight (being within the time prescribed) at Raymond in the County of Hinds Subscribed for Five Hundred Shares of one Hundred Dollars each Amounting to Fifty Thousand Dollars of the Stock of the Mississippi Union Bank Created and incorporated by an act of the Legislature of said State approved on the twenty first day of January in the Year Eighteen Hundred and thirty Seven and Reapproved on the Fifth February 1838. for which said Sum of Fifty thousand Dollars the said John B. Peyton hath executed his Bond or Bill Single of even date with these presents Payable to the said Mississippi Union Bank and being desirous and disposed According to the Provisions of the Eighth Section of said Original Act of incorporation

of said Bank to secure the payment ~~of the said~~ Bond for the stock so subscribed as aforesaid that the payment of the Capital and Interest of Ten Millions Five Hundred Thousand Dollars of the Loan to be Obtained by means of the Bonds of the State issued in conformity with the fifth section of said Original Act of incorporation at the times the said Bonds for that sum shall severally fall due may thereby be 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. he the said John B Peyton 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 One. the East half of the North East quarter of Section Eleven the North west quarter and the South half of Section Twelve the East half of the North west quarter, the North East quarter and the East half of the South East quarter of Section Thirteen All in Township Ten of Range five East — the North West quarter. and the West half of the North East quarter of Section Four. the West half of the Southwest quarter of Section Seventeen. the West half of the Northwest quarter and the South half of Section Eighteen. the West half of the South West quarter and the North half of Section Nineteen. and the West half of the North west quarter of Section Twenty All in Township Ten of Range Six East. and the East half of the North East quarter and the West half of the South East quarter of Section Twenty Eight in Township Eleven of Range Six East — all Situate and now being in the Counties of Leake and Madison and containing Two Thousand and four Hundred acres More or Less — Also the West half of the North East quarter. the Northwest quarter and the Southwest quarter of Section One the East half of the North East quarter the West half of the North West quarter the East half of the Southwest quarter the North half of the West half of the South East quarter and the North half of the East half of the South East quarter of Section two and the South half of the East half of the North West quarter and the West half of the Southwest quarter of Section Twelve in Township three of Range two West — and the East half of the South East quarter of Section Seventeen the East half of the North East quarter of Section twenty and the West half of the Northwest quarter of Section twenty one all in Township five of Range two West — all Situate and now being in the County of Hinds and containing One Thousand and Eighty Acres More or Less — and also the following Slaves for Life to Wit Amos aged 21 years Sam aged 23 Henry aged 21 William aged 21 Etton aged 17 Tom aged 28 Jarrett aged 28 George aged 35. Antony aged 30 Ben aged 50 Caleb aged 50. Cage aged 16 Tom aged 2 Sandy aged 18. Big Joe aged 16 Abe aged 12 Newman aged 13 Little Henry aged 8 Emily aged 19. Kitty aged 22 Harriett aged 27 Yellow Harriett aged 35. Nancy aged 35 Wesley an infant Bill aged 1 Little Joe aged 8. Ralph aged 24 Reuben aged 14 Ben aged 35. Wash aged 20 Sim aged 23 William Pickett. aged 22 Cage aged 35 Big Mariah aged 33 Little Mariah aged 15 Eliza aged 14 Malvina aged 15 Susan aged 10 Sinn aged 25 Sealy aged One and Betty aged Forty Years. Situate and now being in the County of Hinds. 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 agree to substitute Mentioned Number of Shares of the stock to be subscribed as aforesaid. Which after the recording of these presents shall belong to the said John B. Peyton subject however and hereafter if need be to be graduated and reduced or finally regulated according to the principles embodied in the second and twenty sixth Sections of the said Original act of incorporation and as Modified and Varied by the Eighth Section of the act Supplemental thereto approved the fifteenth day of February 1838 Wherefore the said John B. Peyton doth acknowledge himself debtor to the Mississippi Union Bank in the said Sum of Fifty Thousand Dollars being the Amount of the Shares of the Stock

of said Bank do Subscribed as aforesaid of which he is to be holden by Virtue of these presents the payment of which in Order to Secure the payment of the principal and Interest of Ten Millions five Hundred Thousand Dollars of the bonds of the States aforesaid and of the Loans which the said John B. Peyton shall or may Obtain from the said Bank as aforesaid at such times and in such proportions as the said Bank in Conformity with their Original Act of incorporation may require the said John B. Peyton is Specially desirous to Secure as aforesaid. - Therefore This Indenture Made and Entered into the Eighth day of May in the Year Eighteen Hundred and thirty Nine by and between John B. Peyton and Mary F. Peyton his Wife Citizens of the State of Mississippi and residing in the County of Hinds 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 John B. Peyton and Mary F. Peyton his Wife for and in Consideration of the premises before recited and of the further Consideration of One hundred Dollars to them in hand paid and to secure the payment aforesaid do hereby Grant Bargain Sell. Convey and Mortgage and by these presents have Granted. Bargained. Sold. Conveyed and Mortgaged unto the said Mississippi Union Bank all and singular the Above described Property with the further increase of said female Slaves. To have and to Hold the said above described property unto the Mississippi Union Bank until the Bonds of the State for said sum of Ten Millions Five Hundred Thousand Dollars issued in Conformity with the fifth and thirtieth Section 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 John B. Peyton 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 John B. Peyton do previously Transfer said Stock and be discharged in the Manner and form prescribed by the twenty Ninth Section of the Original Act of incorporation and Sixth Section of the Act Supplemental thereto And upon such payment or transfer and discharge as aforesaid then and thenceforth as well this present Indenture and the Estate hereby Granted Conveyed and Mortgaged as the Bond aforesaid shall Cease determine and become absolutely Null and Void Any thing herein Contained to the Contrary Notwithstanding. Otherwise to remain in full force and effect in Law and equity forever. - And the said Mississippi Union Bank doth hereby declare that it Accepts the Bond aforesaid date hereunto 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 Decree 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 John B. Peyton that there is no judgment against him (or if there be any stating the Amount) and that there was none known to Exist against those under whom he Claims at the date of their Conveyance to him respectively. And upon the production also of the affidavit of the said Mortgagor that there is no Judgment against him unsatisfied either upon Original Suit or by forfeiture of delivery Bond or Otherwise in any Court of the State or of the United States (or if there be any stating its Amount) then the said Mortgagor shall be the Lawful Owner

of Five Hundred Shares (subject to be graduated and reduced or reported as aforesaid) of the Stock of the said Mississippi Union Bank and entitled as such to all the rights, favors, advantages and profits to which the said Stockholders of the said Bank are entitled according to the true intent and meaning of the said Original Act of incorporation and the act Supplemental thereto as aforesaid. — It is also hereby expressly understood and agreed that in case hereafter the right title or title through which the present Mortgagor derives the above described property should be deemed insufficient on account of some defect therein or of any Claim either by Judgment or Conveyance should be successfully asserted thereto then the present Mortgagor shall be bound as he doth hereby bind himself to furnish other unincumbered property of sufficient amount and to execute therein a Mortgage to the satisfaction of the Board of Directors of the said Mississippi Union Bank within such reasonable time as the said Board of Directors may prescribe. — The said Mortgagor also agreeing that if the whole amount of the Bond for the said Stock or any part thereof or the whole amount of the Loan he may receive as Stockholder as aforesaid or any part thereof shall not be punctually paid at such times and places as the same may respectively become due and payment thereof be required according to the true intent and meaning of the said Original Act of incorporation and the act Supplemental thereto. then the present Mortgage and the sums of money hereby secured by virtue of the twenty sixth section of the said Original act of incorporation shall bear ten per centum interest per annum after maturity if not punctually paid and the said Mississippi Union Bank may and shall have the right to seize the said property Mortgaged as aforesaid in whose hands soever the same may be found or a sufficient quantity thereof to be seized and sold to obtain the payment of any sum or sums of money which the said Mortgagor may owe as Stockholder either on said Stock or on said privileged Loan according to the laws of the State and to the true intent of the said Original Act of Incorporation upon due Public notice thereof —

It is also further hereby understood and agreed and the said Mortgagor doth acknowledge that whenever it shall appear to the satisfaction of the said Directors that the property presently and hereby Mortgaged to secure the amount of Stock allotted to said Mortgagor as aforesaid is not of sufficient value. then the said Mississippi Union Bank shall have the right to reject the same and in such case may require other security. or in default thereof reduce the shares of such defaulter to the amount sufficiently secured —

In Testimony whereof the said John B. Peyton and Mary F. Peyton his Wife have hereunto set their Hands and Seals on this Eighth day of May in the Year of our Lord Eighteen Hundred and thirty Nine

Jno B. Peyton (L.S.)
Mary F. Peyton (L.S.)

State of Mississippi } ss
Hinds County } Personally appeared before me Sermon Bonsale Esquire a Justice of the Peace of said County & Ex officio Notary Public the within or above named John B. Peyton 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 Eighth day of May. A.D 1839

S. Bonsale J.P. (Seal) & Ex officio Notary Public

State of Mississippi Hinds County ss.
I. Sermon Bonsale a Justice of the Peace of said County and Ex officio a Notary Public do hereby certify that Mistress Mary F. Peyton Wife of the Grantor in the foregoing deed of Mortgage whose name is als signed thereto this day personally appeared before me and on a private examination apart from her Husband acknowledged that she signed sealed and delivered the same as her Voluntary act and deed. Freely. Without any fear. threats. or Compulsion of her said Husband — Given under my hand and seal this Eighth day of May in the Year of our Lord One Thousand Eight Hundred and thirty Nine

S Bonsale J.P. (Seal) & Ex officio Notary Public

Richard H. Austin & Howell H. Hobbs To Mortgage Mississippi Union Bank

Received for Record May 6th and Recorded May 14 1839
State of Mississippi } Mother Bank District
Madison County }

Whereas Richard H. Austin of Madison & Howell H. Hobbs of Hinds Citizens of said State residing in the Counties aforesaid (being Owners of Real Estate situated in the State of Mississippi) on the Eighth day of October in the Year Eighteen hundred and thirty Eight (being Within the time prescribed) at Jackson in the County of Hinds subscribed for One Hundred & Fifty Nine shares of one Hundred dollars Each Amounting to Fifteen thousand Nine Hundred dollars of the Stock of the Mississippi Union Bank Created and incorporated by an act of the Legislature of said State approved on the twenty first day of January in the Year Eighteen Hundred and thirty Seven And reapproved on the fifth February 1838 for which said sum of Fifteen thousand Nine Hundred dollars the said Austin & Hobbs have executed their Bond or Bill Single of even date With these presents payable to the said Mississippi Union Bank and being Obligors and disposed According to the provisions of the Eighth Section of said Original Act of incorporation of said Bank to secure the payment of the said Bond for the stock so subscribed as aforesaid that the payment of the Capital and Interest of Ten Millions Five Hundred thousand Dollars of the Loan to be Obtained by Means of the bonds of the State issued in Conformity with the fifth Section of said Original act of incorporation at the times the said bonds for that sum shall severally fall due may thereby be assured. And to secure the annual payment of Four per Centum upon the principal and seven per Centum Interest on the Loan he may receive from said Bank as Stockholder therein According to the provisions of the thirty first Section of the Original act of incorporation at such times and places as the same may be required they the said Austin and Hobbs have 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 the South west quarter of Section Number thirteen in township Number Nine of Range Number Four East, the South East quarter of the South West quarter of same Section Township and Range, the East half of the North East quarter of Section Number twenty two in Same Township and Range, the North West quarter of Section Number Twenty three in Same township and Range, the West half of the North East quarter of Same Section Township and Range. The North East quarter of the North west quarter of Section Number twenty four in Same township and Range. the East half of the South East quarter of the North East quarter of Same Section Township and Range. the North West quarter of Section Number Nineteen Same township Range five East, the West half of the North East quarter of Same Section Township and Range the West half of the North west quarter of Section Number Twenty in Same Township and Range. And the West half of the South West quarter of Same Section Township and Range Containing together Eight Hundred and Sixty Acres of Land situated 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 Austin & Hobbs subject hereinto and hereafter if need be to be graduated and reduced or finally rejected According to the principles embodied in the second and twenty sixth Sections of the said Original act of incorporation and as Modified and Varied by the Eighth Section of the act Supplementary thereto approved the fifteenth day of February 1838 Wherefore the said Austin & Hobbs do acknowledge themselves debtors to the Mississippi Union Bank in the said sum of Fifteen thousand Nine Hundred dollars being the amount of the Share of the Stock of said Bank so Subscribed as aforesaid of which they are to be Holden by Virtue of these presents the payment of which (in Order to secure the payment of the Capital and Interest of Ten Millions Five Hundred thousand dollars of the Bonds of the State as aforesaid) and of the Loan which the said Austin & Hobbs 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 Austin & Hobbs are specially desirous to secure as aforesaid. Therefore This Indenture Made and Entered into this day of in the Year Eighteen Hundred and by and between

the said Austin & Hobbs. Citizens of the State of Mississippi and residing in the Counties of Madison & Hinds 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 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 Twelve Hundred Thousand Dollars issued in Conformity with the fifth and Thirteenth Sections of said Original act of incorporation with the Interest thereon shall be paid off and redeemed by the said Mississippi Union Bank and until the said Austin & Hobbs 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 they shall have paid the privilege Loan which they may have Obtained as Stockholders According to the provisions of the Thirty first section of said Original act of incorporation Unless the said Austin & Hobbs 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 discharges as aforesaid then and thenceforth as Well this present indenture and the Estate hereby Granted Conveyed and Mortgaged as the Bond aforesaid shall cease, determine, and become absolutely null and void any thing herein Contained to the Contrary Notwithstanding Otherwise to remain in full force and Effect in Law and equity forever. — And the said Mississippi Union Bank doth hereby declare that it Accepts the Bond of even date herewith and the Mortgage hereby Executed and entered into in favor of said Bank, and doth further declare that upon the Recording of these presents And upon the production of a Certificate from the Clerk of the Probate Court of the County or Counties within which the above Mentioned property may be situated, that the same has been duly recorded And that there is no prior deed of Conveyance, Mortgage or Other encumbrance of Record thereon, and upon the production of a second Certificate bearing date at Least three Months Subsequent to the day of of the recording of these presents that no Other Mortgage or encumbrance whatever upon said land was recorded or delivered for Record in the Office of such Clerk and that since the date of the act of recording these presents, No Other Mortgage deed of Conveyance or encumbrance whatever upon the aforesaid property has been recorded or delivered for Record, And upon the production of the Certificate of the Clerk of the Circuit Court of the County of the residence of the said Austin & Hobbs that there is no Judgment against him (or if there be any stating the Amount) and that there is none known to him against those under whom they Claim at the date of their Conveyance to them respectively and upon the production also of the affidavit of the said Mortgagors that there is no Judgment against them 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 Mortgagors shall be the Lawful Owners of One Hundred & Fifty Nine Shares (Subject to be questioned and redeemed or rejected as aforesaid) of the Stock of the said Mississippi Union Bank and entitled as such to all the Rights, faculties advantages, and profits to which the Stockholders of the said Bank are entitled According to the true intent and Meaning of the said Original act of incorporation and of the act Supplemental thereto as aforesaid. — It is also hereby Expressly understood and agreed that in Case hereafter the right, title or titles through which the present Mortgagors derive the above described property should be deemed insufficient on account of some defect therein or if any Claim either by Judgment or Conveyance should be successfully asserted thereto, then the present Mortgagors shall be bound as they do hereby bind themselves to furnish Other unincumbered property of Sufficient Amount and to execute therein a Mortgage to the Satisfaction of the Board of the directors of the said Mississippi Union Bank within such Reasonable time as the said Board of directors may Prescribe

the said Mortgagors 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 Stockholders as aforesaid or any part thereof shall not be punctually paid at such times and places as the same May respectively become due and payment thereof be required. According to the true intent and Meaning of the said Original Act of incorporation and the Act Supplemental thereto, then the present Mortgage and the sums of Money hereby Secured by Virtue of the twenty Sixth Section of the said Original Act of incorporation shall bear ten per Centum Interest per annum after Maturity of 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 Mortgagors May Owe as Stockholders either on said Stock or on said privilege loan According to the Laws of the State and to the true intent of the said Original Act of incorporation upon due public Notice thereof. — It is also further hereby understood and agreed and the said Mortgagors do 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 Mortgagors 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

Intestimony Whereof the said Austin & Hobbs have hereunto set their Hands and Seals on the day of in the Year of our Lord Eighteen Hundred and Thirty Nine —

Richard N Austin (L S)
Howell Hobbs (L S)

State of Mississippi } ss.
Hinds County } Personally appeared before me J. P. Oldham Esquire a Justice of the peace for Hinds County the Within or Above Named Richard N. Austin and Howell H Hobbs Who Acknowledged that they Signed Sealed and Delivered the forgoing deed of Mortgage on the day and Year therein mentioned as their act and deed — Given Under My Hand and Seal this Third day of May A. D. 1839

J. P. Oldham J. P. (Seal)

George A. Fleming To Mississippi Union Bank } Received for Record May 7. 1839 and recorded May 14 1839
State of Mississippi } Eighth District
Madison County } Whereas George A Fleming a Citizen of said State residing in the County aforesaid being an Owner of Real Estate situated in the State of Mississippi) on the 25th day of August in the year Eighteen Hundred and Thirty Eight (being Within the time prescribed) at Canton in the County of Madison Subscribed for One Hundred & Sixteen Shares of One Hundred Dollars Each Amounting to Eleven Thousand Six Hundred Dollars of the Stock Mississippi Union Bank, created and incorporated by an act of the Legislature of said State approved on the Twenty first day of January in the Year Eighteen Hundred and Thirty Seven and Reapproved on the Fifth February 1838 for Which said sum of Eleven Thousand Six Hundred Dollars the said George A Fleming 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 provision of the Eighth Section of said Original act of incorporation of said Bank to Secure the payment of the said Bond for the Stock so Subscribed as aforesaid that the payment of the Capital and Interest of Ten Millions Five Hundred Thousand Dollars of the Loan to be Obtained by Means of the Bonds of the State issued in Conformity With the fifth Section of said Original act of incorporation at the times the said Bonds for that Sum shall Severally fall due May thereby be assured and to Secure the Annual payment of Four per Centum upon the principal and Seven per Centum Interest on the

Loan he may Receive from said Bank as Stockholder therein according to the provision of the Thirty first Section of the Original Act of incorporation at such times and places as the same may be required he the said George A Fleming 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 and the North half East half of the North West quarter of Section No 33. Township No 12 Range No 4 East (Containing in all 358 57/100 Acres and Valued at thirty five dollars and fifty Cents per Acre Amounting to Eleven Thousand Six Hundred and Sixty three dollars) Situate and now being in the County of Madison Which said Property the Board of Directors of the said Mississippi Union Bank have as is hereby Acknowledged deemed Sufficient and at least for the present equal to the above Mentioned Number of Shares of the Stock to Subscribed as aforesaid which after the Recording of these presents Shall belong to the said Mississippi Union Bank subject however and hereafter if Need be to be graduated and reduced or finally Equated 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 George A Fleming doth acknowledge himself debtor to the Mississippi Union Bank in the sum of Eleven Thousand Six Hundred Dollars being the amount of the Shares of the Stock of said Bank to Subscribed as aforesaid of Which he is to be Holden by Virtue of these presents the payment of which (in Order to secure the payment of the Capital and Interest of ten Millions five Hundred Thousand Dollars of the Bonds of the State as aforesaid) and of the Loan Which the said George A Fleming Shall or May Obtain from the said Bank as aforesaid at such times and in such proportions as the said Bank in Conformity with said Original act of incorporation May require the said George A Fleming is specially desirous to secure as aforesaid Therefore this Indenture Made and Entered into this third day of May in the Year Eighteen Hundred and thirty nine by and between George A Fleming Citizen of the State of Mississippi and residing in the County of Madison aforesaid of the One part and the Mississippi Union Bank Created and incorporated by the Legislature of said State of the Other part. Witnesseth that the said George A Fleming for and in Consideration of the premises before recited and of the further Consideration of One Hundred Dollars to him in hand paid and to secure the payments aforesaid do hereby Grant, Bargain Sell Convey and Mortgage and by these presents has Granted, Bargained, Sold, Conveyed and Mortgaged unto the said Mississippi Union Bank all and Singular the above described property or tract of Land. To Have and to Hold the said above described property Unto the said Mississippi Union Bank until the Bonds of the State for said Sum of Ten Millions Five Hundred Thousand Dollars issued in Conformity with the fifth and thirtieth Sections of said Original Act of incorporation with the Interest thereon shall be paid off and Redeemed by the said Mississippi Union Bank and until the said George A Fleming 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 which the said George A Fleming do previously transfer said Stock and be discharged in the manner and form prescribed by the twenty Sixth Section of the Original Act of incorporation and Sixth Section of the act Supplemental thereto. And upon Such payments or transfer and discharge as aforesaid then and thenceforth as Well this present Indenture and the Estate hereby Granted Conveyed and Mortgaged as the Bond aforesaid Shall Cease determine and become Absolutely null and Void anything herein Contained to the Contrary Notwithstanding Otherwise to Remain in full force and Effect in Law and equity forever — And the said Mississippi Union Bank doth hereby declare that it accepts the Bond of even date herewith and the Mortgage hereby executed and entered into in favor of said Bank and doth further declare that upon the Recording of these presents and upon the production of a Certificate from the Clerk of the Probate Court of the County in Consideration within which the above Mentioned property May be Situated that the Same has been duly recorded and that there is no prior deed of Conveyance Mortgage or Other incumbrance of Record thereon and upon the production of a Second certificate

bearing date at least three months subsequent to the day of the recording of these presents that no Other Mortgage or incumbrance Whatever upon said Land Was recorded or delivered for Record in the Office of said Clerk, and that Since the date of the act of recording these presents no Other Mortgage deed of Conveyance or incumbrance Whatever upon the aforesaid property has been Recorded or delivered for Record: And upon the Production of the Certificate of the Clerk of the Circuit Court of the County of the Residence of the said George A Fleming that there is no Judgment against him (or if there be any Stating the amount) and that there was none known to him against those under Whom he Claims at the date of their Conveyance to him respectively. — And upon the production also of the affidavit of the said Mortgagor that there is no Judgment against him unsatisfied either upon Original Suit or by forfeiture of delivery Bond or Otherwise in any Court of the State or of the United States (or if there be any Stating its amount) then the said Mortgagor shall be the Lawful Owner of One Hundred & Sixteen Shares (Subject to be graduated and reduced or rejected as aforesaid) of the Stock of the said Mississippi Union Bank and entitled as such to all the rights franchises advantages and Profits to Which the Stockholders of the said Bank are entitled According to the true intent and meaning of the said Original Act of incorporation and of the Act Supplemental thereto as aforesaid. — It is also hereby expressly understood that in case hereafter the right Title or titles through Which the present Mortgagor derives the above described property should be deemed insufficient on account of some defect therein or if any Claim either by Judgment or Conveyance should be successfully asserted thereto then the present Mortgagor shall be bound as he doth hereby Bind himself to Furnish Other unencumbered property of Sufficient Amount and to Execute thereon a Mortgage to the Satisfaction of the Board of Directors of the said Mississippi Union Bank Within such Reasonable time as the said Board of direction 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 Sum of Money hereby Secured by Virtue of the twenty Sixth Section of the said Original act of incorporation shall bear Ten per Centum Interest per annum after Maturity if not punctually paid. And the said Mississippi Union Bank may and shall have the right to Cause the said property Mortgaged as aforesaid in Whose Hands Soever the Same may be found or a Sufficient quantity thereof to be Seized and Sold to Obtain the payment of any Sum or Sums of Money Which the said Mortgagor may Owe as Stockholder either on said Stock or on said privileged Loan According to the Laws of the State and to the true intent of the said Original act of incorporation upon due Public Notice thereof. —

It is also further hereby understood and agreed and the said Mortgagor doth acknowledge that Whenever it shall appear to the Satisfaction of the said Directors that the property personally 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 report the same and in such Case may require Other security or in default thereof reduce the Shares of such defaulter to the amount sufficiently secured. In Testimony Whereof the said George A Fleming has hereunto set his Hand and Seal on this three day of May in the Year of our Lord Eighteen Hundred and thirty Nine

George A Fleming (Seal)

State of Mississippi } Personally appeared before me R B W Fleming esquire a Justice of the peace acting
Madison County } for said County the Within named George A Fleming Who acknowledges that he signed sealed and delivered the foregoing deed of Mortgage on the day and Year therein mentioned as his act and deed
Given under my hand and seal this three day of May A.D. 1839 R B W Fleming J. P. (Seal)

William D. Henry
To } Mortgage
Mississippi Union Bank

Received for Record May 9th and Recorded May 15 1839
State of Mississippi } Mother Bank District
Madison County }

Whereas William D. Henry a Citizen of said State Residing in the County aforesaid (being an Owner of real Estate situated in the State of Mississippi) on the 14th day of August in the Year Eighteen Hundred and thirty Eight (being within the time prescribed) at Canton in the County of Madison Subscribed for two Hundred Shares of One Hundred Dollars each Amounting to Twenty Thousand Dollars of the Stock of the Mississippi Union Bank. Created And incorporated by an act of the Legislature of said State Approved on the twenty first day of January in the Year Eighteen Hundred And thirty Seven And reapproved on the fifth February 1838 for Which said Sum of Twenty Thousand Dollars the said William D. Henry hath executed his Bond or Bill Single of even date With these presents Payable to the said Mississippi Union Bank. And being desirous And desposed According to the provisions of the Eighth Section of said Original Act of incorporation of said Bank to secure the payment of the said Bond for the Stock so Subscribed as aforesaid that the payment of the Capital and Interest of Ten Millions Five Hundred Thousand Dollars of the Loan to be obtained by means of the Bonds of the State issued in Conformity With the fifth Section of said Original act of incorporation at the times the said Bonds for that Sum shall severally fall due May thereby be assured. And to secure the Annual payment of Four per Centum upon the Principal and Seven per Centum Interest on the Loan he may receive from said Bank as Stockholder therein According to the provisions of the thirty first Section of the Original act of incorporation at such times and places as the same may be required he the said William D. Henry hath offered and agreed to Convey by deed of Mortgage to the said Mississippi Union Bank the following described property to Wit, The West half of the South West quarter of Section twenty fifth — West half of South east quarter of Section thirty five — West half of North east quarter of Section thirty five — the East half of North east quarter of Section thirty five — and South east quarter of Section twenty six all of Township Number Nine of Range Number three East containing in all Four Hundred and Seventy three acres of Land. Situate And now being in the County of Madison. Which said property the Board of Directors of the said Mississippi Union Bank have as is hereby acknowledged deemed Sufficient and at Least for the present equal to the above Mentioned Number of Shares of the Stock so Subscribed as aforesaid Which after the recording of these presents shall belong to the said William D. Henry. 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 D. Henry doth acknowledge himself Debtor to the Mississippi Union Bank in the said Sum of Twenty Thousand Dollars being the Amount of the Shares of the Stock of said Bank so Subscribed as aforesaid of Which he is to be Holden by Virtue of these presents the payment of Which (in Order to secure the payment of the Capital and Interest of Ten Millions Five Hundred Thousand Dollars of the Bonds of the State as aforesaid) And of the Loan Which the said William D Henry 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 D. Henry is specially desirous to secure as aforesaid. Therefore this Indenture Made and entered into this fifth day of May in the year eighteen Hundred and thirty nine by and between William D. Henry and Margaret Henry 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 D. Henry and Margaret Henry his Wife for and in consideration of the premises before recited and of the further Consideration of One Hundred Dollars to in hand paid and to secure the payments aforesaid hereby Grant, bargain sell Convey and Mortgage, and by these Present 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 Sums of Ten Millions Five Hundred thousand Dollars issued in Conformity With the fifth and Thirteenth Sections of said Original Act of incorporation With the Interest thereon shall be paid Off And Redeemed by the said Mississippi Union Bank and until the said William D Henry 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 D. Henry do previously transfer said Stock and be discharged in the manner and form prescribed by the twenty Ninth Section of the Original act of incorporation and sixth Section of the Act Supplemental thereto. And upon such payment or transfer and discharge as aforesaid then and thenceforth as With this present Indenture and the Estate hereby Granted Conveyed and Mortgaged as the Bond aforesaid Shall Cease Determine and become Absolutely Null and Void Anything herein Contained to the Contrary Notwithstanding Otherwise to Remain in full force and Effect in Law and equity forever. —

And the said Mississippi Union Bank doth hereby declare that it accepts the bond of even date herewith and the Mortgage hereby executed and entered into in favor of said Bank and doth further declare that upon the recording of these presents and upon the production of a Certificate from the Clerk of the probate Court of the County or Counties Within Which the above Mentioned property May be Situated that the Same has been duly recorded, and that there is no prior deed of Conveyance Mortgage or Other incumbrance of Record thereon. And upon the production of a second Certificate bearing date at least three Months Subsequent to the day of the recording of these presents that No Other Mortgage or incumbrance Whatever upon said land Was recorded or delivered for Record in the Office of such Clerk and that since the date of the act of recording these presents No Other Mortgage deed of Conveyance or incumbrance Whatever upon the aforesaid property has been recorded or delivered for Record: and upon the production of the Certificate of the Clerk of the Circuit Court of the County of the Residence of the said William D. Henry that there is No Judgment against him (or if there be any State the Amount) and that there was none known to him against those under Whom he Claims at the date of their Conveyance to him respectively. And upon the production Also of the Affadavit of the said Mortgagor that there is No Judgment against him unsatisfied either upon Original Suit or by forfeiture of Delivery Bond or Otherwise in any Court of the State or of the United States (or if there be any State the amount) then the said Mortgagor Shall be the Lawful Owner of Two Hundred Shares (Subject to be graduated and reduced or rejected as aforesaid) of the Stock of the said Mississippi Union Bank and entitled as such to all the rights, faculties, advantages and profits to Which the Stockholders of the said Bank are entitled According to the true intent and Meaning of the said Original act of incorporation and of the Act Supplemental thereto as aforesaid

It is also hereby expressly Understood and agreed that in Case hereafter the right title or titles through Which the present Mortgagor derives the above described Property should be deemed insufficient on account of some defect therein or if any Claim either

by Judgment or Conveyance should be successfully asserted thereto then the present Mortgagor shall be bound. as he doth hereby bind himself to furnish Other unincumbered property of sufficient Amount and to execute thereon a Mortgage to the Satisfaction of the Board of Directors of the Said Mississippi Union Bank Within such reasonable time as the Said Board of directors may prescribe. — The Said Mortgagor also agreeing that if the Whole Amount of the Bond for the Said Stock or any part thereof or the Whole Amount of the loan he may receive as Stockholder as aforesaid or any part thereof shall not be punctually paid at such times and places as the same may respectively become due and payment thereof be required According to the true intent and meaning of the Said Original act of incorporation and the Act Supplemental thereto then this present Mortgage and the sums of Money hereby secured by Virtue of the twenty Sixth section of the Said Original act of incorporation shall bear Ten per Centum Interest per annum after Maturity if not punctually paid. And the Said Mississippi Union Bank may and shall have the right to cause the Said property Mortgaged as aforesaid in Whose hands soever the same may be found or a sufficient quantity thereof to be seized and sold to obtain the payment of any Sum or Sums of Money Which the Said Mortgagor may owe as Stockholder either on Said Stock or on Said privileged Loan According to the Laws of this State and to the true intent of the Said Original act of incorporation upon due public Notice thereof. — It is also further hereby understood and agreed and the Said Mortgagor doth acknowledge that Whenever it shall appear to the Satisfaction of the Said Directors that the property presently and hereby Mortgaged to secure the Amount of Stock allotted to Said Mortgagor 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 Stock defaulted to the Amount sufficiently secured. — In Testimony Whereof the Said William D Henry and Margaret Henry his Wife have hereunto set their hands and seals On this the 8th day of May in the year of our Lord Eighteen Hundred and Thirty Nine

W. D. Henry {L S}
Margaret Henry {L S}

State of Mississippi } SS
Madison County } Personally appeared before me Matthew C Cayce Esquire an acting Justice of the Peace in & for Said County the Within or above named William D Henry 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 the 8th day of May A. D. 1839

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

State of Mississippi Madison County SS

I. Matthew C Cayce an acting Justice of the Peace in & for the County aforesaid do hereby Certify that Mistress Margaret Henry Wife of the Grantor in the foregoing deed of Mortgage Whose name is also signed thereto this day personally appeared before me and on a private examination apart from her husband acknowledged that she signed. sealed and delivered the same as her Voluntary act and deed. Freely. Without any fear threats or Compulsion of her said Husband

Given Under my hand and seal this the 8th day of May in the Year of our Lord one Thousand Eight Hundred and Thirty Nine

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

vvv

Abram B. Bridges & Wife To Mortgage Mississippi Union Bank } Received for Record May 10th and recorded May 15 1839 State of Mississippi Madison County } Mother Bank District

Whereas Abram B. Bridges a Citizen of said State residing in the County aforesaid (being an Owner of real Estate situated in the State of Mississippi) on the 8th 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 & Forty four Shares of one Hundred Dollars each Amounting to Twenty four 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 Twenty four Thousand Four Hundred Dollars the said Ab B. Bridges hath executed his bond or bill single of even date with these presents payable to the said Mississippi Union Bank and being demurrable and deposed according to the provision of the Eighth Section of said Original act of incorporation of said Bank to secure the payment of the said bond for the Stock so Subscribed as aforesaid that the payment of the Capital and Interest of Ten Millions Five Hundred Thousand Dollars of the Loan to be Obtained by Means of the bonds of the State issued in Conformity with the fifth Section of said Original act of incorporation at the times the said Bonds for that sum shall severally fall due may thereby be secured. and to secure the annual payment of Four per Centum upon the principle and Seven per Centum Interest on the Loan he may receive from said Bank as Stockholder therein According to the provisions of the Thirty first Section of the Original act of incorporation at such times and places as the same may be required he the said Abram B. Bridges hath offered and agreed to Convey by Deed of Mortgage to the said Mississippi Union Bank the following described property. To Wit. The West half of the North west quarter – the South half of the East half of the North west quarter – the North half of the East half of the South west quarter – the West half of the South west quarter – the North half of the South West quarter – the South east quarter of Section number Six – the West half of the North East quarter – the North half of the East half of the North East quarter – the East half of the South west quarter of Section Number One – the North East quarter of Section Number two all of Township Number Nine of Range Number five East – Containing in all Eight Hundred and Seventy Six Acres of Land situate and now being in the County of Madison – which said property the Board of Directors of the said Mississippi Union Bank have as is hereby acknowledged deemed sufficient and at least for the present equal to the above Mentioned Number of Shares of the Stock so Subscribed as aforesaid. which after the Recording of these presents shall belong to the said Abram B. Bridges. Subject however and hereafter if need be to be graduated and reduced or finally rejected. According to the principle 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 Abram B. Bridges doth acknowledge himself Debtor to the said Mississippi Union Bank in the said sum of Twenty four Thousand four Hundred Dollars. being the Amount of the Shares of the Stock of said Bank so Subscribed as aforesaid of which he is to be holden by Virtue of these presents 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 Abram B. Bridges 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 Abram is specially demurrable to secure as aforesaid

Therefore this Indenture Made and Entered into this 30th day of April in the year Eighteen Hundred and thirty nine by and between Abram B. Bridges and Margaret Bridges 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 Abram B. Bridges and Margaret Bridges his Wife for and in Consideration of the premises before recited, and of the further Consideration of One Hundred Dollars to them in hand paid and to secure the payments aforesaid do hereby Grant Bargain Sell Convey and Mortgage and by these presents have Granted Bargained Sold Conveyed and Mortgaged unto the Mississippi Union Bank all and Singular the above described Property. To Have and to Hold the said above described property Unto the said Mississippi Union Bank until the bonds of the State for said Sum of Seven Millions Five Hundred Thousand Dollars issued in Conformity With the fifth and thirtieth Section 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 Abram B. Bridges shall have paid the Amount of said Bond executed to the said Mississippi Union Bank for the Amount of said Share as aforesaid and also Until he shall have paid the privilege Loan Which he may have Obtained as Stockholder according to the provision of the Thirty first Section of said Original Act of incorporation Unless the said Abram B. Bridges do previously transfer said Stock and be discharged in the Manner and form prescribed by the twenty fourth Section of the Original act of incorporation and sixth Section of the Act Supplemental thereto — And upon such payment or transfer and discharge as aforesaid then and thenceforth as Well this present indenture and the Estate hereby Granted Conveyed and Mortgaged as the bonds aforesaid shall cease determine and become absolately 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 Abram B. Bridges that there is no Judgment (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 ~~against those under Whom he Claims at the date of their~~ respectively. and upon the production also of the affadavit of the said Mortgagor that there is no judgment against him unsatisfied either upon Original Suit or by forfeiture of delivery Bond or Otherwise in any Court of the State or of the United States (or if there be any stating its Amount) then the said Mortgagor shall be the Lawful Owner of Two 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, faculties advantages and profits to Which the Stockholders of the said Bank are entitled according to the true intent and Meaning of the said Original act of incorporation and of the Act Supplementary thereto as aforesaid

It is also hereby expressly understood and agreed that in Case hereafter the right title or titles through which the present Mortgagor derives the above described property should be deemed insufficient on account of some defect therein or if any Claim either by Judgment or Conveyance should be successfully asserted thereto then the present Mortgagor shall be bound as he doth hereby bind himself to furnish other unincumbered property of Sufficient Amount and to execute thereon a Mortgage to the Satisfaction of the Board of Directors of the Said Mississippi Union Bank within such reasonable time as the said Board of Directors may prescribe. — The Said Mortgagor also agreeing that if the Whole amount of the bond for the Said Stock or any part thereof or the Whole Amount of the Loan he may receive as Stockholder as aforesaid or any part thereof shall not be punctually paid at such times and places as the Same may respectively become due. and payment thereof be required According to the true intent and Meaning of the Said Original Act of incorporation and the act Supplementar thereto then this present Mortgage and the Sums of Money hereby secured by Virtue of the twenty sixth Section of the Said Original Act of incorporation shall bear ten per Centum Interest per annum after Maturity if not punctually paid and the Said Mississippi Union Bank. May and Shall have the right to Cause the Said property Mortgaged as aforesaid in Whose hands soever the Same May be found or a Sufficient quantity thereof to be Seized and Sold to Obtain the payment of any Sum or Sums of Money which the Said Mortgagor May Owe as Stockholder either on Said Stock or on Said privileged Loan According to the Laws of this State and to the true intent of the Said Original Act of incorporation upon due public Notice thereof. — It is also further hereby understood and agreed. And the Said Mortgagor doth acknowledge that Whenever it Shall appear to the Satisfaction of the Said Directors that the property presently and hereby Mortgaged to Secure the Amount of Stock allotted to Said Mortgagor as aforesaid is not of Sufficient Value then the Said Mississippi Union Bank Shall have the right to reject the Same and in Such Case May require other Security or in default thereof reduce the Shares of Such defaulter to the amount Sufficiently Secured. — In Testimony Whereof the Said Abram B Bridges and Margaret Bridges his Wife have hereunto Set their Hands and Seals on this 30th day of April in the Year of our Lord Eighteen Hundred and thirty Nine

Ab. B. Bridges (L.S.)
Margaret Bridges (L.S.)

State of Mississippi } ss
Madison County } Personally appeared before me James M. Baker Esquire an Acting Justice of the Peace the within or above Named Abram B. Bridges Who acknowledges that he Signed. Sealed and Delivered the foregoing deed of Mortgage on the day and Year therein Mentioned as his Act and deed —

Given under My hand and Seal this thirtieth day of April A. D. 1839

James M. Baker J. P. (Seal)

State of Mississippi Madison County ss

I. James M. Baker an Acting Justice of the peace for said County do hereby Certify that Christian Margaret Bridges Wife of the Grantor in the foregoing deed of Mortgage whose name is also signed thereto this day personally appeared before me and on a private examination apart from her husband Acknowledged that she signed Sealed and Delivered the same as her Voluntary Act and deed. Freely. Without any Fear threat or compulsion of her said Husband Given Under My hand and Seal this thirtieth day of April in the Year of our Lord One Thousand Eight Hundred and thirty Nine

James M. Baker J. P. (Seal)

Francis Ross & Wife
To
Mortgage
Mississippi Union Bank

Received for Record May 13 And Recorded May 15 1839
State of Mississippi
Madison County
Mother Bank District

Whereas Francis Ross a Citizen of said State residing in the County aforesaid (being an Owner of Real Estate situated in the State of Mississippi) on the 21st day of August in the Year Eighteen Hundred and thirty Eight (being within the time prescribed) at Canton in the County of Madison Subscribed for Two Hundred & Eleven Shares of One Hundred dollars each Amounting to Twenty One Thousand One Hundred dollars of the Stock of the Mississippi Union Bank Created and incorporated by an act of the Legislature of said State approved on the twenty first day of January in the Year Eighteen Hundred and thirty Seven and Reapproved on the fifth February 1838. for Which said Sum of twenty One Thousand one hundred dollars. the said Francis Ross 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 provision of the Eighth Section of said Original act of incorporation of said Bank to secure the payment of the said bond for the Stock so Subscribed as Aforesaid. that the payment of the Capital and Interest of Ten Millions Five Hundred Thousand dollars of the Loan to be Obtained by Means of the Bonds of the State issued in Conformity With the fifth Section of said Original act of incorporation at the times the said bonds for that Sum shall Severally fall due May thereby be assured. and to secure the annual payment of Four per Centum upon the principal and Seven per Centum interest on the Loan he May receive from said Bank as Stockholder therein According to the provisions of the thirty first Section of the Original act of incorporation at Such times and places as same May be required he the said Francis Ross hath Offered and agreed to Convey by of Mortgage. to the said Mississippi Union Bank the following described Property. to wit the East half of the South East quarter – the North half of West half of South east quarter of Section twenty Seven. the North west quarter of Section thirty five. the North east quarter, the North half of the Southwest quarter and the North half of the West half of the South East quarter of Section thirty four. The East half of North East quarter of Section thirty three all in township Nine of Range three East containing Six hundred and forty 30/100 acres of Land situate and lying being in the County of Madison. Which said property the Board of Directors of the said Mississippi Union Bank have as is hereby Acknowledged deemed Sufficient and at least for the present equal to the above Mentioned Number of Shares of the Stock so Subscribed as aforesaid. Which after the recording of these presents shall belong to the said Francis Ross 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 Section 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 Francis Ross doth acknowledge himself Debtor to the Mississippi Union Bank in the said Sum of Twenty One Thousand One hundred dollars being the Amount of the Shares of the Stock of said Bank so Subscribed as aforesaid of Which he is to be holden by Virtue of these presents the payment of Which (in Order to secure the payment of the Capital and Interest of Ten Millions Five Hundred Thousand Dollars of the Bonds of the State as aforesaid) and of the Loan Which the said Francis Ross shall or May Obtain from the said Bank as aforesaid at Such times and in Such proportions as the said Bank in Conformity With said Original Act of incorporation May require the said Francis Ross is specially desirous to secure as aforesaid – Therefore this Indenture Made and entered into this thirteenth day of May in the Year Eighteen Hundred and thirty Nine by and between Francis Ross and Sarah Ross 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 Francis Ross and Sarah Ross 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 Two Millions five Hundred thousand dollars issued in Conformity with the fifth and thirtieth Sections of said Original Act of incorporation With the interest thereon shall be paid off and Redeemed by the said Mississippi Union Bank and Until the said Francis Ross 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 Francis Ross 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 Whatsoever 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 Francis Ross 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 affadavit of the said Mortgagor that there is No Judgment against him unsatisfied either upon Original Suit or by forfeiture of delivery Bond or Otherwise in any Court of this State or of the United States (or if there be any Stating its Amount) then the said Mortgagor shall be the Lawful Owner of Two Hundred and Eleven Shares (Subject to be graduated and reduced or rejected as aforesaid) of the Stock of the said Mississippi Union Bank and entitled as Such to all the rights. faculties. advantages. and profits to Which the Stockholders of the said Bank are entitled According to the true intent and Meaning of the said Original Act of incorporation and of the Act Supplemental thereto as aforesaid. —

It is Also hereby expressly Understood And agreed that in Case hereafter the right title or titles through Which the present Mortgagor derives the Above Described Property should be deemed insufficient on account of Some defect therein or if any Claim either by Judgment or Conveyance Should be Successfully asserted thereto then the present Mortgagor shall be bound as he doth hereby bind himself to furnish Other unincumbered property of Sufficient Amount and to execute thereon a Mortgage to the Satisfaction of the Board of Directors of the said Mississippi Union Bank Within Such reasonable time as the said Board of Directors May Prescribe.

The said Mortgagor also Agreeing that if the Whole amount of the Bond for the said Stock or any part thereof or the Whole Amount of the Loan he May receive as Stockholder as aforesaid or any part thereof shall not be punctually paid at such times and places as the same may respectively become due and payment thereof be required According to the true intent and Meaning of the said Original Act of incorporation and the Act Supplemental thereto then this present Mortgage and the Sums of Money hereby Secured by Virtue of the twenty Sixth Section of the said Original act of incorporation shall bear ten per Centum Interest per Annum after Maturity if not punctually paid. And the said Mississippi Union Bank May and shall have the right to Cause the said Property Mortgaged as aforesaid in Whose hands Soever the Same May be found or a Sufficient quantity thereof to be Seized and Sold to Obtain the payment of any Sum or Sums of Money Which the said Mortgagor May Owe as Stockholder either on said Stock or on said privileged Loan According to the Laws of this State and to the true intent of the said Original act of incorporation Upon due Public Notice thereof. — It is also further hereby Understood and Agreed And the said Mortgagor doth acknowledge that Whenever it shall appear to the Satisfaction of the said Directors that the property presently and hereby Mortgaged to Secure the Amount of Stock allotted to said Mortgagor as aforesaid is Not of Sufficient Value. then the said Mississippi Union Bank shall have the right to reject the Same and in such case May require Other Security, or in Default thereof reduce the Share of said Defaulter to the Amount Sufficiently Secured. —

In Testimony Whereof the said Francis Rose and Sarah Rose his Wife have hereunto Set their Hands and Seals on this Sixteenth Day of May in the Year of our Lord Eighteen Hundred And thirty Nine

Francis Rose {L S}
Sarah Rose {L S}

State of Mississippi } ss
Madison County } Personally appeared before me John T. Cameron Clerk of the Probate Court of said County the Within or above Named Francis Rose Who acknowledged that he Signed Sealed and Delivered the forgoing deed of Mortgage on the day and Year therein Mentioned as his Act and deed. Given Under my hand and Seal of office at Canton this thirteenth day of May A. D. 1839

(Seal) John T. Cameron Clerk

State of Mississippi Madison County ss

I. John T. Cameron Clerk of the probate Court of said County do hereby Certify that Mistress Sarah Rose Wife of the Grantor in the foregoing deed of Mortgage Whose Name is also Signed thereto. this day personally appeared before me and on a private examination apart from her husband acknowledged that she Signed. Sealed and Delivered the Same as her Voluntary Act and deed. Freely, Without Any fear threats or Compulsion of her said Husband

Given Under my hand and Seal of Office at Canton this thirteenth day of May in the Year of our Lord One Thousand Eight Hundred and Thirty Nine

(Seal) John T. Cameron Clerk

Edmund H. Powell
To
Mississippi Union Bank
Mortgage

Received for Record May 13 and Recorded May 17 1839
State of Mississippi } Mississippi Bank District
Madison County }

Whereas Edmund H. Powell a Citizen of said State Residing in the County aforesaid (being an Owner of Real Estate situated in the State of Mississippi) on the 28 day 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 Seventy five Shares of One Hundred Dollars each Amounting to Seventeen 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 reapproved on the fifth February 1838 for which said Sum of Seventeen Thousand five Hundred Dollars the said Edmund H. Powell hath executed his Bond or Bill Single of even date With these presents payable to the said Mississippi Union Bank. And being demand and disposed. According to the provisions of the Eighth section of said Original act of incorporation of said Bank to secure the payment of the said Bond for the Stock so subscribed as aforesaid that the payment of the Capital and interest of ten Millions five Hundred thousand Dollars of the Loan to be Obtained by Means of the Bonds of the State issued in Conformity With the fifth section of said Original act of incorporation at the times the said bonds for that sum shall severally fall due May thereby be assessed. And to secure the annual payment of Four per centum upon the principal and seven per centum interest on the Loan he may receive from said Bank as Stockholder therein According to the provisions of the thirty first section of the Original act of incorporation at such times and places as the same may be required he the said Edmund H Powell hath Offered and agreed to Convey by deed of Mortgage to the said Mississippi Union Bank the following described property to Wit. The North East quarter of Section Number twenty five in Township Number Ten of Range Number two East – the West half of the South East quarter and the East half of the South West quarter of Section Number Twenty five in Township Number Ten of Range Number two East – The West half of the North west quarter of Section Number Thirty in Township Number Ten of of Range Number Three East – the East half of the North west quarter of Section Number Twenty five in township Number Ten of Range Number two East – the West half of the North West quarter of Section Number Twenty five in Township Number Ten of Range Number two East – The East half of the North East quarter of Section Number twenty Six in Township Number Ten of Range Number two East – the North half of the West half of the North East quarter of Section Number twenty Six in Township Number Ten of Range Number Two East – the West half of the South East quarter of Section Number twenty three in township Number Ten of Range Two East – and the North half of the East half of the Southwest quarter of Section Number Twenty Six in township Number ten of Range two East containing by estimation Eight Hundred Acres. be the Same More or Less. Situate and now being in the County of Madison. Which said property. the Board of Directors of the said Mississippi Union Bank have as 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 Edmund H Powell. 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 Edmund H Powell doth acknowledge himself debtor to the Mississippi Union Bank in the said Sum of Seventeen 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 Holden by Virtue of these presents the payment of Which (in Order to secure the payment of the Capital and Interest of Ten Millions Five Hundred thousand Dollars of the Bonds of the State as aforesaid) and of the Loan Which the said Edmund H. Powell 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 Edmund H. Powell is specially desirous to secure as aforesaid

Therefore this Indenture Made and Entered into this third day of May in the year eighteen Hundred and thirty Nine by and between Edmund H. Powell Citizen of the State of Mississippi and residing in the County of Madison aforesaid of the One part and the Mississippi Union Bank created and incorporated by the Legislature of said State of the Other part

Witnesseth. That the said Edmund H. Powell. for and in consideration of the Premises before recited and of the further consideration of One Hundred Dollars to him in hand paid and to secure the payments aforesaid has hereby granted Bargain Sell Convey and Mortgage and by these presents does Grant. Bargain Sell. Convey. and Mortgage unto the said Mississippi Union Bank all and Singular the Above described Property. To have and to Hold the said Above described property unto the said Mississippi Union Bank until the bonds of the State for said sum of Ten Millions five Hundred Thousand Dollars issued in conformity With the fifth and thirtieth Section 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 Edmund H Powell Shall have paid the Amount of said bond executed to the said Mississippi Union Bank for the amount of Stock shares as aforesaid and also until he shall have paid the privileged loans Which he may have Obtained as Stockholder according to the provisions of the thirty first Section of said Original act of incorporation unless the said Edmund H Powell do previously transfer said Stock and be discharged in the Manner and form prescribed by the twenty ninth Section of the Original act of incorporation and sixth Section of the act Supplemental thereto – And upon such payment or transfer and discharge as aforesaid. then and Thenceforth as Well this present Indenture and the Estate hereby Granted Conveyed and Mortgaged as the Bond aforesaid. Shall cease. determine. and become absolutely Null and Void – Anything herein Contained to the Contrary Notwithstanding Otherwise to remain in full force and effect in Law and equity. forever. – And the said Mississippi Union Bank. doth hereby declare. that it accepts the bond of even date herewith and the Mortgage hereby executed and entered into in favor of said Bank. and doth further declare. that upon the recording of these presents and upon the production of a Certificate from the Clerk of the Probate Court of the County or Counties. Within which the above Mentioned property may be situated that the same has been duly recorded and that there is no prior deed of Conveyance Mortgage or Other incumbrance of record therein; and upon the production of a sworn certificate bearing date at Least three Months subsequent to the day of the recording of these presents. that no Other Mortgage or incumbrance Whatever upon said Land Was recorded or delivered for record in the Office of 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 Edmund H Powell that there is no Judgment against him (or if there be any stating the Amount) and that there was none known to him against those under Whom he Claims at the date of their Conveyance to him respectively and upon the production also of the Affidavit of the said Mortgagor that there is no Judgment against him unsatisfied either upon Original Suit or by forfeiture of delivery bond or Otherwise in any Court of the State or of the United States (or if there be any stating its amount) then the ~~said~~ Mortgagor shall be the Lawful Owner of One and seventy five shares (Subject to be graduated and reduced or regulated as aforesaid) of the Stock of the said Mississippi Union Bank and entitled as such to all the rights. faculties. advantages and profits to Which the Stockholders of the said Bank are entitled According to the true intent and Meaning of the said Original act of incorporation and of the act Supplemental thereto as aforesaid. —

It is also hereby expressly Understood and agreed that in case hereafter the right title or title through which the present Mortgagor derives the above described property should be deemed insufficient on account of some defect therein or if any Claim either by Judgment or Conveyance should be successfully asserted thereto. then the present Mortgagor shall be bound as he doth hereby bind himself to furnish Other unincumbered property of Sufficient Amount and to execute thereon a Mortgage to the Satisfaction of the Board of directors of the said Mississippi Union Bank Within such reasonable time as the said Board of Directors may prescribe. —