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, shall 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 this County, or County within which the above mentioned property may be situated, that the same has been duly recorded, and that there is no prior order 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, is as 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 Joseph Crews that there is no judgment against him, (if there be any, stating the amount) and that there is no notes, 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 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 One and 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 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 pledge to the said Bank unincumbered property of sufficient amount, and to execute thereon, a Mortgage to the satisfaction of the Board of Directors of the of the said Mississippi Union Bank, within such reasonable time as the said Board of Directors may require. 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 before 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 Joseph Conn has hereunto set his hand and seal on this fifteenth day of May in the year of our Lord, eighteen hundred and thirty Nine

State of Mississippi
Madison County } Personally appeared before me James Young Esquire a Justice of the Peace for said Madison County the within or above named Joseph Conn who acknowledged that he signed sealed and delivered the foregoing deed of Mortgage on the day and year therein mentioned as his actual act and deed

Joseph Conn (Seal)

Given under my hand and seal this 15th day of May AD 1839
James Young JP (Seal)

Samuel D Livingston & Wife
To
William A Bailey } Deed

Received for Record May 15th Recorded June 1839

This Indenture made and entered into this fifteenth day of May in the year of our Lord One thousand eight hundred and thirty Nine between Samuel D Livingston and Phebe Ann his wife of the one part and William A Bailey of the other part all of the county of Madison and State of Mississippi. Witnesseth that the said Samuel D Livingston and Phebe Ann his wife for and in consideration of the sum of Twelve hundred dollars to them in hand paid by the said William A Bailey the receipt whereof is hereby acknowledged have granted, bargained, and sold and do by these presents grant, bargain, sell, convey and confirm unto the said William A Bailey his heirs and assigns a certain lot or parcel of land lying and being in the county of Madison and State of Mississippi and

bounded as follows to wit- Beginning at a Pine Stake on the road leading from Canton to Bobo ferry running thence North eighty two and a half degrees East, eighty poles to two Black jacks, thence South eleven degrees West forty Poles to two Black jacks, thence South eighty two and a half degrees west Eighty Poles to a Stake on the road leading from Canton to Bobo ferry- thence North eleven degrees East- unto said road forty poles to the beginning containing twenty acres more or less, To have and to hold the said lot or parcel of land above described to gether with all and singular the rights privileges and appurtenances thereunto belonging unto him the said William D Bailey his heirs and assigns in fee simple forever And the said Samuel D Livingston and Phebe Ann his wife do by these presents covenant and agree to and with the said William D Bailey his heirs and assigns that they the said Samuel D Livingston and Phebe Ann his wife their heirs Executors and Administrators shall warrant- and defend the title to the above granted and described lot or parcel of land unto him the said William D Bailey his heirs and assigns forever against the lawful claim or claims of all and every person whomsoever, In testimony whereof the said Samuel D Livingston and Phebe ann his wife have hereunto set their hands and seals this day and year first above written

S. D. Livingston (Seal)
Phebe ann Livingston (Seal)

State of Mississippi }
Madison County } Personally appeared before me John H Cameron Clerk of the Probate Court of said County the above named Samuel D Livingston who acknowledged that he signed sealed and delivered the foregoing Deed on the day and year therein mentioned as his act and deed, Also appeared before me Phebe ann Livingston wife of the said Samuel D Livingston who on a private examination separate and apart from her husband acknowledged that she signed sealed and delivered the foregoing Deed on the day and year therein mentioned as her voluntary act and deed freely without any force threats or compulsion of her husband

Given under my hand and seal of Office at Canton this 15th Day of May AD 1839
John H Cameron Clerk

William D Bailey Trustee
To }
Mortgage }
Samuel D Livingston }

Received for Record May 15th 1839 Recorded June 6th 1839

This Indenture made and entered into this fifteenth day of May in the year of our Lord One thousand eight hundred and thirty Nine between William D Bailey and Maria his wife of the county of Madison and State of Mississippi of the one part- and Samuel D Livingston of the same county and State aforesaid of the other part, Whereas the said William D Bailey has executed to the said Samuel D Livingston two Notes under Seal bearing even date with these presents, One for Six hundred dollars due and payable on or before the first day of January AD Eighteen hundred and forty One & the other for Six hundred dollars due and payable on or before the first day of January AD

Eighteen hundred and forty two and the said William O Bailey being desirous to secure to the said Samuel D Livingston the payment of the said Note therefore this indenture witnesseth that the said William O Bailey and Maria his wife for and in consideration of the premises and for the further consideration of One Dollar to them in hand paid the receipt whereof is hereby acknowledged have granted, bargained, and sold and do by these presents grant, bargain, sell and convey unto the said Samuel D Livingston his heirs and assigns a certain lot or parcel of land lying and being in the County of Madison and State of Mississippi and bounded as follows to wit: Beginning at a Gum Stake on the road leading from Canton to Bolo Ferry, running thence North eighty two and a half degrees east eighty poles to two Black Jacks thence North eleven degrees West forty poles to two Black Jacks, thence South eighty two and a half degrees West eighty poles to a Stake on the road leading from Canton to Bolo ferry thence South eleven degrees east, with said road forty poles to the beginning containing twenty acres more or less. To have and to hold the said lot or parcel of land above described together with all and singular the rights privileges and appurtenances thereunto belonging unto him the said Samuel D Livingston his heirs and assigns forever, Provided always nevertheless that if the said William O Bailey his heirs executors or administrators shall well and truly pay or cause to be paid unto the said Samuel D Livingston his heirs executors, administrators or assigns the aforesaid Note at the times at which they respectively fall due then this indenture shall become absolutely null and void, anything herein contained to the contrary notwithstanding. In testimony whereof the said William O Bailey and Maria his wife have hereunto set their hands and seals the day and year first above written

Will O Bailey (Seal)
Maria O Bailey (Seal)

State of Mississippi
Madison County } Personally appeared before me John T Cameron Clerk of the Probate Court of said County the aforenamed William O Bailey and Maria O Bailey his wife who acknowledged that they signed sealed and delivered the within and foregoing Deed of Mortgage on the day and year therein mentioned as their act and deed, And Maria wife of said William O Bailey on a private examination separate and apart from her husband acknowledges that she signed sealed and delivered said Deed on the day and year therein mentioned as her voluntary act and deed freely without any fear threats or compulsion of the said husband

Given under my hand and seal of Office at Canton this 15th Day of May AD 1839
John T Cameron Clerk

(Seal)

James B Russell
Bill of Sale
William Faris

Received for record April 30th & Recorded June 6th 1839
Canton April 29th 1839
Received of William Faris forty three and dollars in full payment for the following Negroes Viz Jack Lewis Battle, Lewis Old Harry Cash, Clate, Peg, Burrell, Adam, Alf, Martine

Jerry Hermitow Tom Carey, Stephen, Eliza Harrison Bill, Temple, and John Fanny, Sally, Elsey Linda Harry Caroline, Susan matilda, Martha Margaretta Hannah, Phillis, Violet, Emeline, Barbary, Polly Eliza Lucy, Harriet and Lucia And also all the Stock of every description on the Plantation consisting of Mules Horses Cattle and Hogs, also four Waggons & Gears, Blacksmiths tools, Corn and fodder and all the household and kitchen furniture of every description provisions &c on the premises the title of the above mentioned property is warranted to the said William Faris but no Soundness whatever, Given under my hand and Seal the day and year first written

State of Mississippi } James B. Russell (Seal)
Madison County ss } Personally appeared before me John T. Cameron Clerk of the Probate Court of said County the above named James B. Russell who acknowledged that he signed Sealed, and delivered the foregoing Deed or Bill of Sale on the day and year therein mentioned as his act and deed

(Seal)

Given under my hand and Seal of Office at Canton this 30th Day of April A.D. 1839
John T. Cameron Clk

William Hoy & Wife } Recd for Record May 31, & Recorded June 6 1839
To } Mortgage } State of Mississippi
Mississippi Union Bank } Madison County } Madison Dist.

Whereas William Hoy a citizen of said State, residing in the county aforesaid, being an owner of real estate, situate lying in the State of Mississippi, on the 5th 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 Shares of one hundred dollars each, amounting to Thirty 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 confirmed on the fifth February 1838, for which said sum of Thirty thousand dollars the said William Hoy 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 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 Hoy hath offered and agreed to convey, by deed of Mortgage, to the said Mississippi Union Bank, the following described property towit: The South

half of the East half of South East quarter the West half of South East quarter, the South West quarter and South half of West half of North East quarter of Section Twenty five, the North East quarter of Section Two, The South half of East half of North West quarter of Section Twenty five in Township Nine of Range two East, and the East half of South West quarter of Section twelve in Township Eight of Range two East containing Six hundred acres of land more or less. Also the South half of the West half of South West quarter of Section twenty five, the East half of North East quarter, and East half of South East quarter of Section Twenty five Township eleven Range three East. Also the North half of East half of North East quarter of Section two Township Ten of Range three East, containing five hundred & thirty Seven acres & 90/100 acres of land. And the following described Negro Slaves for life, viz:

Ephraim aged 30 years, Daniel aged 17 years Adaline aged twenty three years Fanny aged 17 years and Susanna aged 17 years together with the increase of the females &c. 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 Hay 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 Hay doth acknowledge himself, debtor to the Mississippi Union Bank, in the sum of Twenty thousand dollars, being the amount of the shares of the stock of said Bank, so subscribed, as aforesaid of which he is to be holder, by virtue of these presents, the payment of which, (in order to secure the payment of the capital and interest of ten millions five hundred thousand dollars of the bonds of the State, as aforesaid,) and of the loan which the said William Hay shall or may obtain, from the said Bank at such times and in such proportions as the said Bank, in conformity with said original act of incorporation, may require the said William Hay is specially desirous to secure as aforesaid. Therefore this indenture made and entered into this thirty first day of May in the year eighteen hundred and twenty nine by and between William Hay and Aurora Hay 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 Hay and Aurora Hay 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 so deemed by the said Mississippi Union Bank, and until the said William Hoy 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 principal 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 Hoy do previously transfer said Stock and be discharged in the manner and form prescribed by the twenty Ninth Section of the Original act of incorporation, and such Section of the act Supplemental thereto, And upon such payments, or transfer and discharge, as aforesaid, then and thenceforth, as well this present indenture and the estate hereby granted conveyed and Mortgaged, as the bond aforesaid, shall cease determine, and become absolutely null and void Anything herein contained to the contrary notwithstanding, Otherwise to remain in full force and effect in law and equity forever, And the said Mississippi Union Bank, doth hereby declare, that it accepts the bond of even date herewith, and the Mortgage hereby executed and entered into in favor of said Bank, and doth further declare, that upon the recording of these presents, and upon the production of a Certificate from the Clerk of the Probate Court of the County or Counties, within which the above mentioned property may be situated, that the same has been duly recorded, and that there is no prior deed of conveyance, Mortgage, or other incumbrance of record thereon; And upon the production of a second Certificate bearing date, at least three months subsequent to the day of the recording of these presents that no other mortgage or incumbrance, whatever upon said land, was recorded or delivered for record, in the office of such Clerk, and that since the date of the act of recording of 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 Clerk of the Circuit Court of the county of the residence of the said William Hoy that there is no judgment against him (or if there be any, stating the amount,) and that there is no notice 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 Bid, 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 Shares, (subject to be conducted 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 enter by judgment or conveyance, should be

successfully assented 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 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 & agreed, and the said Mortgagor doth acknowledge, that whenever it shall appear to the satisfaction of the said Directors, that the property presently and hereby Mortgaged to secure the amount of Stock allotted to said Mortgagor, as aforesaid is not of sufficient value, then the said Mississippi Union Bank shall have the right to reject the same, and in such case may require other security, or in default thereof reduce the share of such defaulter, to the amount sufficiently secured, In Testimony Whereof the said William Hay and Aurora Hay his wife have hereunto set their hands and seals on this 31st day of May in the year of our Lord eighteen hundred and thirty Nine

W. Hay (L.S.)
A. D. Hay (L.S.)

State of Mississippi }
Madison County } Personally appeared before me John T. Cameron Clerk of the Probate Court of said County the within & above named William Hay 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 31st day of May AD 1839

John T. Cameron Clerk

State of Mississippi }
Madison County } I John T. Cameron Clerk of the Probate Court of said County, do hereby certify that Mrs Aurora Hay 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 31st day of May in the year of our Lord, One thousand eight hundred and thirty Nine

John T. Cameron Clerk

Folkes Walker & Co
To
Walker & Tupper

Received for Record May 2nd & Recorded June 6th 1839

This Assignment

Whereas on the first day of August 1836 Haightly Sanders did execute and deliver to us Samuel Folkes Miles C. Folkes, Thomas F. Walker, & R. Rogers composing the firm of Folkes Walker & Co his certain promissory Note of that date in favour of said Folkes Walker & Co for four Thousand Five hundred Dollars, and also his promissory Note of same date, favor of the same for the Sum of Nine hundred and Sixty Seven Dollars, both payable five months after the date thereof, both negotiable and payable at the Commercial and Rail Road Bank of Vicksburg, And whereas also on the second day of August 1836 the said Haightly Sanders, for the purpose of securing the payment of the aforesaid Sums of Money, made executed signed Sealed, and delivered to William R. Lewis and William Harvey as Trustees for the benefit of the said Folkes Walker & Co a Deed of Trust on the following described land in Madison County, to Wit the S½ of the N.E. Eighth Sec 7 Township 10, Range 4 East containing 40 acres, the E½ of S.E¼ of same Section Township & Range containing 80 acres the N½ of N.W¼ Section 8 Township 10 Range 4 East containing 80 acres, the South West ¼ of Sec 8 Township 10 Range 4 East containing 160 acres the N½ of N.E eighth Sec 8 Township 10 Range 4 East containing 40 acres, being all the lands owned by said Sanders in Sec 7 & 8 Township 10 Range 4 East, containing by estimation 400 acres AND also on the following Negro Slaves to Wit Isaac aged 35 years, Dock aged 21 years Vilet aged 19 years & her three children Jane aged 15 years Jack aged 20 years Minor aged 22 years Henrett aged 40 years Jim aged 35 years Robert aged 22 years Robert aged 22 Jesse aged 20 years Moses aged 16 Gordon aged 17 which deed gives to said Trustees power to sell the aforesaid property in default of payment &c which deed was duly recorded in the office of the Clerk of the Con[illegible] Court of Madison County on the 11th day of November A.D. 1836 in Book [illegible] pages 164, 165, & 166 as by reference thereto may more fully appear, and [illegible] aforesaid Note last mentioned (to Wit the One for Nine hundred and [illegible] Dollars) as the undersigned believe, have been taken up & discharged [illegible] liabilities by the said Sanders and the said Sanders also [illegible] said Folkes Walker & Co on the 3d day of August the Sum of Eighte[illegible] hundred and Twenty three Dollars & 95 cents, leaving a balance now due on said Note, and the payment of which is secured by said deed of Trust including expenses incurred on the same of Thirty five hundred and Thirty four Dollars and 45 cents, Now therefore for and in consideration of the Sum of Thirty five hundred, Thirty four Dollars & 45 cents long in hand paid by William F. Walker and J. C. Tupper the receipt whereof we hereby acknowledge and forever release the said Walker & Tupper, we the said Folkes Walker & Co have endorsed and delivered the said Note aforesaid for $4500, to the said Walker & Tupper, and we do hereby for the consideration aforesaid assign, bargain sell and deliver to the said Walker & Tupper, the aforesaid Note and deed of Trust for securing the payment of the same, hereby conveying to the said Walker & Tupper & their assigns all our right title and interest in and to the said Note and all security for the payment of the same, upon the express understanding and condition, however, that in no event are the undersigned to be held or

responsible or liable for any part of the aforesaid Sum now due upon said Note secured by said deed of Trust

As witness our hands this 14th day of April 1839

Folkes Walthrop Co
In Liquidation

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

Given under my hand and Seal of Office at Canton this 14th day of April AD 1839
John T Cameron Clerk

Know all men by these presents that we William F Walker and F C Tuffer for and in consideration of the Sum of Twenty five hundred and thirty four Dollars and forty five Cents (the amount of the consideration for the above assignment) to us paid by Damian M Puckett have endorsed and delivered to said Puckett the note mentioned in the above assignment for $4500 subject to the credits above mentioned, and we do hereby for the consideration aforesaid assign over to the said Puckett all our interest in the aforesaid note and the Deed of Trust intended to secure the same upon the express understanding and conditional however that in no event are the undersigned Walker & Tuffer or either of them to be held responsible or liable for any part of the Sum due upon said note and secured [illegible] deed of Trust And this assignment is intended solely to [illegible] said Puckett in our Delivery and to give him all the rights [illegible] as the assignees of Folkes Walthrop Co and no more

W F Walker
F C Tuffer

State of Mississippi
Madison County } Personally [illegible]ed before me John T Cameron Clerk of the Probate Court of said County the above named William F Walker and Tilliman C Tuffer, who acknowledged that they signed sealed and delivered the forgoing Deed of assignment on the day and year therein mentioned as their act and deed

Given under my hand and Seal of Office at Canton this 2nd Day of May 1839
John T Cameron Clerk

Samuel Ragodale
To
Title Bond
Archibald McGehee

Received for Record May 4th & Recorded June 1839

Know all it whom it may concern, that I Samuel Ragedale of Monroe County Mississippi, for and in consideration of an assignment without recourse on Archibald McGehee of Eight thousand dollars of a decree obtained by said McGehee against Charles Smith in the fifteenth day of January 1839 in the Superior Court of Chancery at Jackson Mississippi, the amount for to be paid on said decree, and in consideration of two thousand and three hundred and twenty eight dollars in a promissory note, have and by these presents bind myself my heirs executors and administrators to convey and cause to be conveyed in fee simple to said Archibald McGehee his heirs and assigns the entire tracts of land situated in Madison County Mississippi described and conveyed as follows the east half of the south east quarter and east half of the north east quarter of Section thirty three; also the east half of the north west quarter and south west quarter of north west quarter; also east half of south west quarter Section twenty eight; Also South half & West half of north east quarter of Section twenty seven township ten north of range five east, containing in all one thousand and ninety three acres; an undivided moiety of Section twenty nine and of Section thirty three in the same township and range, with all and singular the hereditaments and appurtenances thereto belonging and said conveyance is to be executed within one year from this date but the said Sections twenty nine and thirty three are the name of Jeremiah Kemp, and the title from the government is not yet perfected; Now if that title should not be perfected by the government, then said Ragodale is bound to pay on demand, after the expiration of the one year from the date to said McGehee his legal representatives or assigns, Six dollars an acre for the said undivided moieties of said Sections twenty nine and thirty three with interest from the date hereof. Witness my hand and seal this 15th day of February 1839

Attest-
(with interest from the date hereof)
(delivered before the acknowledgement)
Pryor Lea

Samuel Ragodale (Seal)

Superior Court of Chancery
of the State of Mississippi } ss

Personally appeared before the undersigned, Clerk of said Court Samuel Ragodale whose name is affixed to the above instrument of writing and acknowledged that he signed sealed and delivered the same as his act and deed on the day and year & for the uses and purposes therein named

In testimony whereof I have hereunto subscribed my name and affixed the seal of said Court at Jackson this 20th day of February A.D. 1839

R. L. Dixon Clk

James C. Napier To Deed David Looney

Received for Record May 6th & Recorded June 7 1839

This Indenture made this Sixth day of May in the year of our Lord, one thousand eight hundred and thirty Nine between James C Napier of the county of Madison and State of Mississippi of the one part, and David Looney of the county of Maury and State of Tennessee of the other part, Witnesseth: That for and in consideration of the sum of Three thousand Dollars current Money of the United States, in hand paid to the said James C Napier by the said David Looney the receipt whereof is hereby acknowledged, he the said James C Napier has given, granted bargained and sold, and by these presents do give grant, bargain and sell, alien release, convey and confirm, unto the said David Looney the undivided half of a certain Tract or parcel of Land, containing Six hundred & thirty three 633 acres situate lying and being in the county of Madison and State of Mississippi, and bounded as follows to wit: The East half of the North East quarter of Section Two Township Nine Range five East; and the West half of North west quarter Section one Township Nine North Range five East and South half and the west half of North East quarter and South East quarter of the North west quarters of Section Thirty Six Township Ten North of Range five East) Together with all and singular the appurtenances thereunto belonging or in anywise appertaining: To have and to hold the above described tract or parcel of land to Him the said David Looney his heirs and assigns forever, And the said James C Napier for himself his heirs, executors and administrators, do hereby covenant, promise and agree to and unto the said David Looney his heirs, executors administrators and assigns, that he will forever warrant and defend the said tract or parcel of Land to him the said David Looney his heirs, executors, administrators and assigns, against himself the said James C Napier his heirs executors, administrators and assigns

In testimony whereof the said James C Napier has hereunto set his hand and affixed his seal the day and year first above written

J C Napier (Seal)

State of Mississippi
Madison County } Personally appeared before me Matthew C Cayce a Justice of the peace in & for the County & State aforesaid James C Napier who acknowledged that he signed sealed and delivered the foregoing deed of conveyance for the purposes therein contained and that the same is his act and deed, as given under my hand and seal this the Sixth day of May 1839

M C Cayce J P (Seal)

G Calhoun & Wife To Deed W M Flournoy

Received for Record May 8th & Recorded June 6 1839

This Indenture made and entered into this 10th day of May in the year of Christ 1839 between George Calhoun & Louisiana Calhoun of the first part and Francis M Flournoy, Mercer M Flournoy &

Nancy L Flournoy of the second part, all of the State of Mississippi and County of Madison, Witnesseth, That the parties of the first part, for and in consideration of the Sum of Four thousand Five Hundred dollars to them in hand paid by the party of the second part the receipt whereof is hereby acknowledged, have this day bargained and sold and by these presents do bargain sell alien and convey unto the parties of the second part the following land to wit One undivided half part of a tract of land, lying South of Canton, supposed to contain about Four Hundred and Eighty Acres which Allen Grafton & Wife lately conveyed to Mitchell & George Calhoon and which Archibald McLehee sold to Thomas Grafton, To which Deeds reference is here had for greater certainty as to the Metes and bounds, To have and to hold the said undivided half part of said tract of land to the parties of the second part and their heirs forever, and the parties of the first part warrant & defend the same against them & all persons claiming under them & also hereby transfer half of any liability which may hereafter attach on the covenants in the said Deed of Grafton & Wife to Mr G Calhoon aforesaid In Testimony whereof the parties of the first part have hereunto set their hands and affixed their Seals the day and year first above written

George Calhoon Seal

Louisiana Calhoon Seal

The State of Mississippi }
Madison County ss } Personally appeared before me John T Cameron Clerk of the Probate Court of said County the above named George Calhoon and Louisiana Calhoon 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 Louisiana the wife of said George Calhoon on a private examination separate and apart from her said husband acknowledged that she signed sealed and delivered the foregoing Deed on the day and year therein mentioned as her voluntary act and deed freely without any fear threats or compulsion of her said husband

Given under my hand and seal of Official
Canton this 8th Day of May AD 1839

John T Cameron Clk

John N Le Grand To Bill of Sale N. T. Le Grand

Received for Record May 15th 1839 & recorded June 7 1839

State of Mississippi }
Madison County } December 12th 1838

Know all men by these presents that I John N Le Grand of the county of Madison and State of Mississippi, have for and in consideration of the Sum of four thousand dollars to me in hand paid by William T Le grand of the county and State aforesaid, bargained sold and conveyed unto said William T Le Grand the following negroes slaves for life: Viz: Dick aged about thirty eight years Albert aged about twenty eight years, Jordan aged about twenty six, Charlotte aged about twenty six and her child Anthony aged about two years and my interest in a gy, it being two fifths of her value the right to

which said Negroes, I will forever defend to said William, his heirs and assigns forever, In testimony whereof I have hereunto affixed my hand and seal this twelfth day of December eighteen hundred and thirty eight

Test
Thomas J Scott

John W Le Grand

The State of Mississippi
Madison County } Personally appeared before the undersigned Justice of the Peace in & for said County Thomas J Scott the subscribing witness to the foregoing bill of Sale and made Oath that he saw the within named John W Legrand whose name is the within instrument of writing sign seal and deliver the same as his act and deed on the day and year therein mentioned

Sworn to & subscribed before me this 15th day of May AD 1839

Thomas J. Scott

Henry Garrett J.P. Seal

* * *

W T Legrand
To
Bill Sale
Thos Hunt

Received for Record May 15th Recorded June 7th 1839

Know all men by these that I William T Legrand of the county of Madison and State of Mississippi have for and in consideration of the sum Six thousand three hundred dollars to me in hand paid paid, the receipt of which I hereby acknowledge, bargained sold and delivered to Dr Thomas Hunt of the county of Marshal & State aforesaid the following negroes Viz Dick about 30 years old negro man Easter a woman aged 26 years and her four children Viz Jane William Ebenezer & Maria Sarah 19 years old Charlotte 2 years old & her child Antony & the three fifths of a negro aged Sixty, two yoke of Oxen four horses Waggon cart all my household furniture plantation tools &c all of which negroes horses Oxen waggon & cart household furniture, I warrant to the said Thomas Hunt his heirs & assigns forever free from the claim of every other person whatsoever, Witness my hand & seal this the 10th day of April AD 1839

Test
John H T Lee

W. T. Legrand Seal

State of Mississippi
Madison County } Personally appeared before me John T Cameron Clerk of the Probate Court of said County the above named William T Legrand who acknowledged that he signed sealed and delivered the foregoing Deed of Bill of Sale on the day and year therein mentioned as his act and deed

Given under my hand and seal of office at Canton this 15th Day of May AD 1839

John T. Cameron Clerk

* * *

Thomas Hunt To Deed Trust Geo Body

Received for Record May 15th & Recd June 7 1839

This indenture made and entered into this the 10th day of April AD 1839 Between Thomas Hunt of the first part, William T Legrand of the second part & George Body of the third first part witnesseth whereas Thomas Hunt has executed three bonds to William T Legrand one payable the fifth of March 1840 for two thousand one hundred dollars one for two thousand one hundred due the first of March 1841 & the other due the first of March 1842 for the same amount making in all the sum of Six thousand three hundred dollars, now Thomas Hunt being desirous to secure the payment of the same & for the consideration of ten dollars to him in hand paid by George Body of the third part, the receipt of which is hereby acknowledged, Bargains sells aliens & c to George Body his heirs forever the following negroes Viz Dick Albert Cordine negroes men Easter a woman aged 26 years of age & her four children Viz Jane William Ebenezer & Maria, Sarah 19 years of age Charlotte 26 years old and her child Antony & the three fifths of Aggy 60 years old, upon trust nevertheless for the event of Thomas Hunt paying the above three bonds as they become due then & in that case the above conveyance void & of no effect but in the event of his failing to pay either or all said notes George Body is at liberty to sell as many of said negroes as will pay whatever may be due on any of said Notes by giving ten days previous notice in any paper published in the town of Jackson State of Mississippi naming the place of sale: Should there be a surplus arising from said sale George Body hereby obligates himself to pay all said surplus over to Thomas Hunt. In witness whereof the parties have set their hands & affixed their seals the day and date above written

Test
John H T Bell

Thos Hunt (Seal)
Wm T. LeGrand (Seal)

The State of Mississippi
Madison County

Personally appeared before the undersigned Justice of the Peace in & for said County Jno H T Bell the above mentioned subscribing witness, and makes oath that he saw the above mentioned Thos Hunt and Wm T. LeGrand sign seal and deliver the foregoing instrument of writing, as their act and deed on the day and year therein mentioned.

John H T Bell

Given under my hand and seal the 15th day of May AD 1839

Henry Genett J P (Seal)

James Cheatham To Deed Trust W T Perkins

Received for Record May 15th & Recorded June 7 1839

This Indenture made this the twelfth day of May in the year of our Lord Eighteen Hundred and thirty Nine between James Cheatham of the county of Madison and State of Mississippi of the first part and William T Perkins of the second part and Monford Jones of the third part each of the county and State aforesaid; Whereas the

said James Cheatham is justly indebted to the said Montfort Jones
in the sum of Twenty Six Hundred Dollars to be paid on or
before the first day of January Eighteen Hundred and forty as
by a promissory Note in writing bearing date the fourth day of Fe-
-bruary Eighteen Hundred and thirty nine, more fully appears which
debt together with all the interest which may hereafter accrue
thereon said James Cheatham is willing and desirous to secure to be paid
to said Montfort Jones. Now this Indenture Witnesseth that for
and in consideration of the premises and also for the further consid
-eration of the sum of Ten Dollars to the said James Cheatham
in hand paid by the said William P Perkins at or before the sealing and
delivery of these presents (the receipt whereof is hereby acknowledged) he
the said James Cheatham hath granted bargained and sold and
by these presents doth grant bargain and sell unto the said Will-
-iam P Perkins his heirs and assigns forever the following described
property, to wit a Bay Mare about twelve years old (got by Arab) a dark
Bay Mare about ten years old (got by Sir Charles) a Dark Bay or Brown
Mare about six years old got by Pulaski) a Sorrel Filly about four
years old (got by Sylvah) a Sorrel Colt about two years old (got by Senior
and two fillies dropped this Spring one a Sorrel out of the first mentioned
Mare, and the other a dark bay or brown out of the third named or described
Mare (each got by imported Sir James) the first five being the animals
purchased by said James Cheatham from the said Montfort Jones and
the two last mentioned the increase thereof since the purchase. To have
and to hold the said seven animals, together with the future increase
of each and every of the females thereof unto the said William P Perkins
his heirs and assigns forever. And the said James Cheatham for himself his
heirs &c the said seven animals and the future increase of the females there
of unto the said William P Perkins his heirs and assigns against all per-
-sons whatsoever shall and will warrant and forever defend by these presents
Upon trust nevertheless that the said William P Perkins his heirs or
executors and administrators shall permit the said James Cheatham to
remain in full quiet and peaceable possession of each and every of the an
imals and the future increase of the females thereof and take the services
thereof to his own use until default be made in the payment of the whole or
a part of the sum of Money first mentioned together with the interest
which may accrue on the same, and then upon this further trust that the said
William P Perkins his Executors or administrators or any one authorised by said
William P Perkins shall and will at some after the happening of such default
of payment as he shall be thereunto requested either by the said Montfort Jones
or James Cheatham or them or either of their heirs executors or administrators fo
-rever to sell, to the highest bidder for Cash at public Auction after having fixed
the time and place of sale at his own discretion and given thirty days notice there
-of in some Newspaper printed near the place of sale or by advertising the
same at three or more public places near the place previous to the day of
sale entire the whole of the aforesaid animals and the future increase of the
females thereof or as many as he the said William P Perkins shall think nec
-essary; And out of the monies arising from such sale shall after satisfying

the charges thereof, and all other expenses attending the premises, pay the said Montfort Jones his heirs executors, or administrators or assigns the said sum of Twenty Six Hundred Dollars or so much thereof as may remain due and unpaid at the time of sale, together with all interest which may have accrued on the same and the balance if any shall be paid to said James Cheatham his heirs executors administrators or assigns But if the whole of said sum of Twenty Six Hundred Dollars shall be fully paid off and discharged to the said Montfort Jones his heirs or assigns on or before the first day of January Eighteen Hundred and forty when the same is payable so that no default of payment of the said sum be made then this indenture to be void or else to remain in full force and virtue, In Witness whereof the said parties to these presents have hereunto set their hands and affixed their seals this tenth day of May 1839 as first above written

James Cheatham (Seal)
W. P. Perkins (Seal)
Montfort Jones (Seal)

State of Mississippi }
Madison County } Personally appeared before me John T Cameron Clerk of the Probate Court of said County the within named James Cheatham and Montfort Jones who acknowledged that they signed sealed and delivered the within and foregoing instrument on the day and year therein mentioned as their act and deed for the purposes therein specified

Given under my hand and seal of Official Canton this 10th Day of May AD 1839

John T Cameron Clerk

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

(Seal)

Given under my hand and seal of Office at Canton this 15th day of May AD 1839

John T Cameron Clerk

Filed Mar Term 1839 }
To } Deed
George W King }

Received for Record April 27th filed June 7 1839

The State of Mississippi }
Madison County } Know all men by these presents that I Files Mastone and Margaret my wife of the county and State aforesaid for and in consideration of the sum of Five Hundred Dollars to me in hand paid by George W King of the County and State aforesaid the receipt whereof is hereby acknowledged have this day granted bargained sold and confirmed and by these presents do grant bargain sell convey and confirm unto the said George W King his heirs and assigns forever the following described Lot or parcel of ground lying in Section Nineteen Township Nine Range Three East Bounded as follows to Wit Beginning at the North East Corner of Silas M Catchings Nine acre Lot on Peace Street thence with said Street due East 145 feet to Lewis M Garrett's west line boundary line thence due South in the direction of said line to John B Howcott's line thence with his line to the South East Corner of John T Henrys Six acre lot thence with his line to his North East Corner thence North to Silas M Catchings South East Corner, thence

Mouth with his line to the beginning, Containing five acres more or less, Together with all and Singular the hereditaments and appurtenances there unto belonging or in any wise appertaining, To Have and to hold the above described and hereby granted Premises with the appurtenances unto the Said George W King his heirs and assigns forever, to his and their only proper use and behoof forever, and I the Said Hillis Walton for my self My heirs Executors & Administrators do covenant and agree to and with the Said George W King his heirs & that I am lawfully seized in fee of the aforegranted Premises, that the Same are conveyed free and quit of all incumbrances, and that I and my heirs Executors and Administrators shall warrant and forever defend the title in and to the Said Premises unto the Said George W King his heirs & against all and every person or persons whatsoever lawfully claiming or to claim the Same or any part thereof.

And I Margaret Walton wife of the above named Hillis Walton for and in consideration of the Sum of Ten Dollars to me in hand paid the receipt whereof I hereby acknowledge do by these presents grant bargain Sell remise release and forever quit claim to all and Singular any right title and claim of Dower which I now have or heretofore may had in and to the above described premises unto the Said George W King his heirs and assigns from me my heirs Executors administrators and assigns forever by these presents.

In testimony of all which the Said Hillis Walton and Margaret Walton his wife have hereunto set their hands and affixed their Seals this twenty Seventh day of April AD 1839

Hillis Walton (Seal)
Margaret Walton (Seal)

State of Mississippi }
Madison County } Personally appeared before me John T Cameron Clerk of the Probate Court of Said County the above named Hillis Walton and Margaret Walton his wife who acknowledged that they Signed Sealed and delivered the foregoing Deed on the day and year therein mentioned as their act and deed, And Margaret the wife of Said Hillis Walton on a private examination Separate and apart from her husband acknowledged that She Signed Sealed and delivered Said Deed as her voluntary act and deed freely without any fear threats or Compulsion of her Said husband

Given under my hand and Seal of Office
at Canton this 27th Day of April AD 1839
John T Cameron Clerk

Hillis Walton & wife
To
William H Naughter
Deed

Received for Record April 29th & Recorded June 7 1839

The State of Mississippi }
Madison County } Know all men by these presents that I Hillis Walton and Margaret Walton my wife of the County of Madison and State aforesaid for and in consideration of the Sum of Twenty five hundred Dollars to me in hand

paid by William H. Slaughter Jr. of the county and and State aforesaid the receipt whereof is hereby acknowledged have this day granted bargained Sold and conveyed and by these presents do grant bargain Sell convey and confirm unto the said William H. Slaughter Jr. his heirs and assigns forever the following described tracts or parcels of land situate lying and being in the County of Madison and State aforesaid, known and designated as the West half of South West quarter of Section Number Twenty Township Number Nine Range Three East, and also twenty two acres 65/100 of an acre lying South of the Road leading from Canton by said Stellis Walters house known as the Canton & Robinson Road and bounded as follows to Wit Beginning at the North West Corner of the above described Eighty Running thence twenty four chains North thence Forty chains East thence twenty one chains & thirty links South thence forty chains West to the beginning together with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining, To Have and to Hold the above described and hereby granted Premises with the appurtenances, unto the said William H. Slaughter Jr. his heirs and assigns forever, And the said Stellis Walton & Margaret his wife do covenant to and with the said William H. Slaughter Jr. his heirs Executors Administrators and assigns that they are lawfully seized in fee of the aforegranted Premises that they have good right and lawful authority to Sell and convey the same as aforesaid that they are conveyed free and quit of all incumbrances, and that they will and their heirs Executors and Administrators shall warrant and forever defend the title to said premises, with the appurtenances unto the said William H. Slaughter Jr. his heirs &c against the lawful claims or claims of all persons whatsoever claiming or to claim the same

In testimony whereof the said Stellis Walton and Margaret his wife have hereunto set their hands and affixed their seals this 29 Day of April 1839

Stellis Walton (Seal)

Margaret T. Walton (Seal)

State of Mississippi
Madison County } Personally appeared before me John T. Cameron Clerk of the Probate Court of said County the within named Stellis Walton and Margaret Walton his wife who acknowledged that they signed sealed and delivered the within Deed on the day and year therein mentioned as their act and, and Margaret the wife of said Stellis Walton on a private examination separate and apart from her husband, acknowledged that she signed sealed and delivered said Deed as her voluntary act and deed freely without any fear threats or compulsion of her said husband

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

John T. Cameron Clk.

Egra M Aldrich & Wife
To
Ebenezer W Kibbee

219

Received for Record April 29th & recorded June 7 1839

This Indenture made and Entered into this twenty third day of April in the year of Our Lord One thousand Eight hundred and thirty Nine Between Egra M Aldrich and Isabella his wife of the State of Mississippi and county of Madison of the first part and Ebenezer W Kibbee of the State and county aforesaid of the other part Witnesseth that the said Egra M Aldrich and Isabella his wife for and in consideration of the Sum of twenty Seven hundred dollars Cash to them in hand paid by the said Ebenezer W Kibbee, hath bargained sold conveyed and confirmed and by these Presents doth bargain sell convey and confirm unto the said Kibbee and to his heirs and assigns, forever the following tracts or parcels of land lying and being in the county of Madison and State of Mississippi known and designated as the West half of the South west quarter of Section Eleven Township Eight Range two West, also the East half of the South West quarter Section eleven of Township Eight of Range two West containing in all one hundred and sixty Acres and thirty two hundredths more or less, Together with all and singular the appurtenances hereditaments Privileges and advantages whatsoever unto the the above described premises belonging or in any wise appertaining and also all the Estate right title interest Property and Claim whatsoever either at law or equity of them the said Egra M Aldrich and Isabella his wife of in or to the same To have and to hold the above granted bargained and described Premises with the appurtenances unto the said Ebenezer W Kibbee his heirs and assigns forever And the said Egra M Aldrich and Isabella his wife for themselves their heirs Executors and Administrators do covenant grant Promise and agree to and with the said Ebenezer W Kibbee his heirs and assigns that they the said Egra M Aldrich and Isabella his wife and their heirs the above mentioned and described premises and every part thereof with the appurtenances unto the said Ebenezer W Kibbee his heirs or assigns against the said Egra M Aldrich and Isabella his wife and their heirs and against all and every other Person or persons lawfully claiming or to claim by from or under them or any of them shall and will warrant and by these presents forever defend, In Witness whereof the said Egra M Aldrich and Isabella his wife have hereunto set their hands and affixed their Seals the day and year first above written the 23 April 1839

Signed Sealed and delivered in presence of

Egra M Aldrich (Seal)
Isabella Aldrich (Seal)

State of Mississippi
Madison County

Personally appeared before me the undersigned an acting Justice of the Peace in and for the above County Egra M Aldrich who acknowledged that he Signed Sealed and delivered the foregoing Deed for the purposes therein expressed as his act and Deed

Acknowledged before me
this 29 of April 1839

Wm Yarnell J.P.

Ezra M. Aldrich & Wife
To
Deed
Ebenezer W. Tibbee

Received for Record April 29th Recorded June 7 1839

This Indenture made and entered into the twenty third day of April in the year of Our Lord one thousand Eight hundred and thirty Nine between Ezra M. Aldrich and Isabella his wife of the State of Mississippi and county of Madison of the first part and Ebenezer W. Tibbee of the county and State aforesaid of the other part, Witnesseth that the said Aldrich and Isabella his wife for and in consideration of the sum of One thousand dollars to them in hand paid by the said Tibbee have this day bargained sold conveyed and confirmed unto the said Tibbee and his assigns and by these presents do bargain sell convey and confirm unto the said Tibbee and to his assigns forever, the following tracts or parcels of land lying and being in the county and State aforesaid being the South east half of South East quarter of Section fourteen, and the North half of the South West quarter of Section thirteen of Township ten Range four East containing One hundred and twenty acres and sixty five hundredths of an acre more or less, To have and to hold the aforesaid land, Together with all the appurtenances of whatsoever nature thereunto belongs unto the said Tibbee and to his assigns forever And the said Aldrich and Isabella his wife for themselves their heirs Executors and Administrators and assigns will warrant and forever defend unto the said Tibbee his heirs and assigns the aforesaid land with all the appurtenances thereunto belongs well warrant and forever Defend against the legal Claim or claims of any Person or Persons whatsoever in law or Equity

In Testimony whereof the said Aldrich & Isabella his wife have hereunto set their hands and affixed their Seals the day and year above written 23 of April 1839

Signed Sealed and delivered in Presence of
State of Mississippi
Madison County

Ezra M. Aldrich (Seal)
Isabella Aldrich (Seal)

Personally appeared before me W. Varnell an acting Justice of the Peace in and for Madison County Ezra M. Aldrich who acknowledged that he Signed Sealed and delivered the within Deed for the purposes therein expressed as his act

Acknowledged
before me this 29th of April 1839

W. Varnell J.P.

Sam'l D. Livingston & Wife
To
Deed
Trustees of the Presbyterian Society of Canton

Received for Record May 15th Recorded June 8 1838

This Indenture made and entered into this the Seventeenth day of May Anno Domini 1839 by and between Samuel D. Livingston and Phebe Ann Livingston wife of the said Samuel D. Livingston of the county of Madison and State of Mississippi of the first part, and Cornel Spencer, John T. Fulton, Archer C. Dickerson, George W. Hogg and Andrew Allcorn" Trustees for the Presbyterian Society of Canton, of which Society the Reverend Archer C. Dickerson at present has the Ministerial charge, of said State and

County of the Second part, Witnesseth, That whereas the said party of the first part for and in consideration of the Sum of Twenty two hundred and Eighteen Dollars and Seventy five cents, have bargained and Sold unto the said Presbyterian Society of Canton a Tract of land, containing Seventeen and three fourths Acres Situate and being as hereinafter described unto all the appurtenances thereunto belonging. And the said Presbyterian Society of Canton, desirous of obtaining a deed of conveyance to said Tract of land, having duly elected the said party of the Second part as Trustees with full power to contract on the premises, and to fill all vacancies which may occur by any means in Their body by a vote of the majority remaining after the occurring of such vacancy, Now therefore the said party of the first part for and in consideration of the Sum of Twenty two hundred and Eighteen Dollars and Seventy five Cents, have bargained Sold, given, granted, and Conveyed, and by these presents do give, grant, bargain, sell, and convey, unto the said party of the Second part, as Trustees of the said Presbyterian Society of Canton, and to their Successors in Office forever, the following described tract of land with the appurtenances, Situate and being in the State of Mississippi, County of Madison, and near the Northern extremity of the present limits of the Town of Canton known and designated more particularly as follows, to Wit, to commence at a Pine Stake, it being the South West corner of a Tract of land sold by the said party of the first part to one P W Hill, and at present claimed by said Hill though unoccupied by any one at present, and runs from thence North Eighty two and one half degrees East Sixty five (65) poles along said Hills line to a Stake, thence South eight degrees East forty (40) poles to a Stake, Stake, thence South Eighty two and one half degrees West Seventy Seven (77) poles to a Pine Stake on the Road leading from Canton to Boles Ferry on the Big Black River, and thence North eleven degrees East along said Road forty poles to the beginning, containing Seventeen and three fourths acres by estimation, with all and Singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all the estate right, title, interest, claim and demand whatever of them the said party of the first part of in and to the said land and premises and every part and parcel thereof. To Have and to hold the said land and premises above mentioned and every part and parcel thereof with the appurtenances unto the said party of the Second part as Trustees as aforesaid and to their Successors in Office, to the only proper use and behoof of the said party of the Second part, as Trustees of the Presbyterian Society of Canton, and of their Successors in Office forever. And the said party of the first part for themselves and their heirs, the said land and premises, and every part and parcel thereof against themselves and their heirs—And all and every other person whatever will warrant and forever defend to the said party of the Second part and their Successors in Office, as Trustees of the Presbyterian Society of Canton

In testimony whereof the said party of the first part have hereunto set their hands and Seals the Day and year first above written

P. D. Livingston (Seal)
Phebe Ann Livingston (Seal)

State of Mississippi }
Madison County } Personally appeared before me Matthew C Cayce an acting Justice of the Peace in and for said County the aforesaid Samuel D Livingston and Phebe Ann Livingston his wife who severally acknowledged that they signed sealed and delivered the above and foregoing Deed on the day and year therein mentioned as their voluntary act and deed, and for the purposes therein expressed And the said Phebe Ann, wife of the said Samuel D Livingston, being by me privately examined separate and apart from her said husband acknowledged that she signed sealed and delivered the foregoing Deed, as her act and deed freely and without any fear threats or compulsion of her said husband Given under my hand and seal this the Eighteenth day of May Anno Domini 1839

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

Board Police of Madison County } Filed for Rec. May 20th Recorded June 1839
To } Deed
Rollins & Drane } State of Mississippi }
Madison County } Whereas by an act of the Legislature of the State of Mississippi approved on the first day of March Eighteen Hundred & thirty three, the Board of Police for the county of Madison, in the State of Mississippi were authorized and empowered to contract for & receive as a donation a certain tract or parcel of land in said County upon which to locate a Town as a permanent seat of Justice for said County which said Town was to be known and designated by the name of Canton, And whereas in pursuance of the provisions of said act such situation has been made and such Town laid off a Plat of which has been placed of Record among the Proceedings of said Board of Police, And whereas a sale of the lots in said Town of Canton was had on the Twenty fifth day of July Eighteen hundred and thirty three, at which sale one John F Sanders became the purchaser of Front North half of lot Number Two in Square Number Eight according to the Plan of said Town, at the Price of three Hundred dollars, which parcel or lot of Ground has as appears to the full satisfaction of the board of Police been sold to John H Rollins & Wesley Drane by the Sheriff of Madison County & State of Mississippi which said sale has been approved of and confirmed by the said John F Sanders as well more fully appeared by reference to the records of the Office, And the payment of the said sum of Money has been duly made by said Rollins & Drane Now Know all men by these Presents That we the undersigned Members of the Board of Police for the county of Madison for the time being in consideration of the sum of three hundred dollars Paid to the said Board of Police by the said John H Rollins and Wesley Drane, the Receipt whereof is hereby acknowledged, And by virtue of the Power in us vested by the act of the Legislature above Referred to, have granted, Bargained sold and released, And by these Presents do sell bargain and Release and grant unto the said John H Rollins and Wesley Drane their heirs and assigns a certain

Lot or parcel of Land in the Town of Canton Known on the plan of said Town as the North half of Lot number Two in Square Number Eight together with all and Singular the rights privileges hereditaments and appurtenances to said premises incident or in any wise belonging to same To have and to hold all and Singular the premises before mentioned unto the said John H Rollins and Wesley Drane their Heirs and assigns forever And we hereby bind ourselves and our Successors in Office under the name of the name and style of the Board of the Police for Madison County to warrant and defend and Singular the said premises unto the said John H Rollins & Wesley Drane their Heirs and assigns against all lawful claims whatsoever, In Testimony whereof we have hereunto set our hands and caused our Corporate Seal to be affixed, this the Twenty fourth day of April Eighteenhundred and thirty Nine

Eli Nichols Prest
Jno T Deaning
David Ford
Joseph J Pugh } 20 members
C R R Barfour

State of Mississippi }
Madison County ss } Personally appeared before me John H Cameron Clerk of the Probate Court of said County John T Deaning, Joseph J Pugh Charles R R Barfour Members of the Board of County Police of said County, who acknowledged that they signed Sealed and delivered the foregoing Deed on the day and year therein mentioned as their act and deed as members of the Board of Police aforesaid

Given under my hand and Seal of Office
at Canton this 24th Day of April A D 1839
John H Cameron Clerk

(Seal)

T. C. Tupper adm. &c } Rec'd for Record April 30th Recorded June 8 1839
To }
Deed
William Lambert }

This Indenture made and entered into this 30th Day of April A D 1839 between T C Tupper administrator of all and Singular the goods Chattels rights &c which were of Albert T Leffingwell deceased at the time of his death who died intestate and William Lambert Witnesseth that whereas by an order of the Probate Court of Madison County State of Mississippi duly recorded the said Tupper as administrator as aforesaid after making due publication thereof according to Law, did proceed to sell at public auction, at the time and place and under the conditions prescribed by Law and by the order of the Probate Court aforesaid the following described tract of land in Madison County to Wit- The West half of the North East quarter of Section 36 Township 12 Range 3 East containing 80 acres more or less, and the said William Lambert having become the highest bidder at the sum of Five Dollars per acre the said tracts of land was sold to him the said William Lambert Now therefore in consideration of the premises and the further consideration of Fourhundred Dollars the purchase Money

for said land as aforesaid, he the said T. C. Tupper administrator as aforesaid doth hereby bargain sell and convey to the said William Lambert all the right title and interest of him the said Albert T. Leffingwell in his life time in and to the above described tract of land and all improvements thereon To have and to hold the same unto the said William Lambert and to his heirs and assigns forever. In testimony whereof I T. C. Tupper as administrator as aforesaid have hereunto set my hand & seal the day and year first above written

T. C. Tupper (Seal)
Adm^r of A. T. Leffingwell Dec^d

State of Mississippi }
Madison County } Personally appeared before me John T. Cameron Clerk of the Probate Court of said County the above named T. C. Tupper administrator of A. T. Leffingwell Dec^d who acknowledges that he signed sealed and delivered the foregoing Deed on the day and year therein mentioned as his act and deed as administrator as aforesaid

Given under my hand and seal of office at Canton this 30th Day of April A.D. 1839
John T. Cameron Clerk

Real Estate Bank }
To } Deed of Release
Lewis Campbell }

Received for Record May 2 & Rec^d June 8th 1839

This Indenture made and entered into this 7th day of March in the year of our Lord one thousand Eight hundred and thirty Nine by and between the President and Directors of the Real estate Banking Company of Hinds County, to wit, Charles Mead President James M. Hall, Joseph A. McClaren, Nelson Flavanaugh, Putnefield Jefferson, Frederick Spann, Benjamin Whitfield, Hugh Campbell Samuel Neill, Benjamin H. Cook, George Henderson and Abram A. McWillie and Isaac D. Williams, Directors of the first part, and Lewis Campbell of the county of Madison and State of Mississippi of the second part, Witnesseth, That whereas the said party of the second part did on the 28th day of June One thousand Eight hundred and thirty Eight, Executed his bond for the sum of nine thousand five hundred and Seventy dollars, payable to the said parties of the first part in the following manner to wit, one third part at the end of five years, One third part at the end of ten years, and the remaining third part at the end of fifteen years, from and after the first day of January One thousand eight hundred and thirty nine, and whereas the said party of the second part did also at the same time execute a Mortgage deed on certain tracts or parcels of land situate lying and being in the county of Madison and State aforesaid and more particularly known and described in the plan of Survey of the Mount Salus Land district, as the lots number six seven and Eight of Section number twenty, and the West half of the South West quarter of Section number twenty one, and all in township number nine of Range number One West and containing by estimation three hundred and sixteen acres and mortgaged for the purpose of securing the prompt payment of the

before mentioned Bond and whereas the said party of the second part did on the fifteen day of March one thousand eight hundred and thirty Nine present this petition to the said parties of the first part to be released, from the said Bond and Mortgage deed and whereas the said parties of the first part did at their meeting at their Banking house in the town of Clinton, on the day above mentioned, Order and direct that the said party of the second part should be released from the said Obligations. Now therefore this indenture witnesseth that we the undersigned, parties of the first part for and in consideration of the Sum of Ten Dollars to us in hand paid the receipt whereof is hereby acknowledged, do for Ourselves and our Successors in Office as they shall hereafter be elected or appointed from time to time Remise and release and forever quit claim to all and Singular, any right title, claim interest or possession, to which we as parties of the first part may have in and to the lands tenements and hereditaments above described and Mortgaged by the said party of the second part to the said parties of the first, and do forever release him the said party of the second part from all & every penalty claim or demand as specified in the above mentioned Bond and Mortgage, as if the same had never existed In testimony whereof we have hereunto set our hands and affixed our Seals the day of the date first above written

Cornelius Meade Pres't (Seal)
B H Cook (Seal)
P Jefferson (Seal)
Abram A M Willie (Seal)
Benj Whitfield (Seal)
Geo. Henderson (Seal)
Daniel Neill (Seal)
J A McRaven (Seal)
W Naranaugh (Seal)
Ira E Williams (Seal)
Frederick Spann (Seal)
Hugh Campbell (Seal)
Jas M Wall (Seal)

State of Mississippi } Personally appeared before me S W Humphreys
Madison County } an acting Justice of the Peace in and for the said County the forgoing Subscribing bargainors Viz Mead Cook Jefferson McWillie Whitefield Henderson Neil McRaven Naranaugh Williams Spann & Campbell and duly acknowledged that they signed sealed and delivered the within and forgoing Deed of Release on the day and year of its date and for the purposes therein specified

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

S W Humphreys J P (Seal)
ex officio Notary Public

State of Mississippi

On this first day of May 1839 personally appeared James M Wall one of the above subscribing bargainors before the undersigned a Justice of the peace & ex officio Notary public of Hinds

county and duly acknowledged that he signed sealed and delivered the forgoing deed of Release at the time it bears date for the purposes therein mentioned
Given under my hand and seal this first day of May 1839

J. W. Humphreys (Seal)
Justice of Peace
Ex officio Notary Public

Reese Corzine & Wife To Deed
Lewis Corzine

Received for Record May 24th & Recorded June 8 1839

This Indenture made the twelfth day of December in the year of Our Lord One thousand eight hundred and thirty six between Reese Corzine and Elizabeth Corzine his wife of the county of Madison of the State of Mississippi of the one part and Lewis Corzine of County and State above written of the other witnesseth that the said Reese Corzine and his wife Elizabeth for and in consideration of the sum of Four thousand dollars in hand paid to them, the receipt whereof is hereby acknowledged have this day, bargained, sold, aliened, and conveyed and do by these presents bargain sell alien and convey unto the the said Lewis Corzine his heirs and assigns, a certain parcel or tract of land situate lying and being in the County of Madison and State of Mississippi, Known and designated as, one half of the east half of Section twenty and one half of thirty acres in the north part of the west half of the South east quarter of Section twenty Nine Township eight Range two East together with all and singular the appurtenances thereunto belonging, or in anywise appertaining, To have and to hold the said above described lands to the said Lewis Corzine his heirs and assigns forever and the said Reese Corzine and his wife Elizabeth do for themselves their heirs Executors or administrators agree to defend the right and title in and to the above described land unto the said Lewis Corzine his heirs and assigns forever against the claim or claims of themselves their heirs &c and against the claim or claims of all other persons whatsoever, In testimony whereof the said Reese Corzine and his wife Elizabeth have the day above written hereunto set their hands and seals

Attest
J. R. Holland

Reese Corzine (Seal)
Elizabeth Corzine (Seal)

The State of Tennessee
Personally appeared before me Lemuel B. McConnico Clerk of the county court of Williamson county Reese Corzine and Elizabeth Corzine the within named bargainors with whom I am personally acquainted and who acknowledged that they executed the within deed for the purposes therein contained

And Elizabeth Corzine the feme covert having also personally appeared before me privately and apart from her husband and the said Reese Corzine acknowledged the execution of said deed to have been done by her freely voluntarily and understandingly without compulsion or restraint from her said husband and for the purposes therein expressed

over

In testimony whereof I have hereto subscribed my name and affixed the seal of said Court at office this 4th day of July AD 1838.

L. B. McConnico

The State of Tennessee

I Gilbert Marshall chairman and presiding magistrate of the county court of Williamson County in the State of Tennessee aforesaid do certify that Lemuel B McConnico who has given the foregoing attestations is Clerk of the county Court of Williamson county aforesaid and was such at the date thereof, that full faith and credit are due to his official acts as such, that said attestation is in due form of law and that the signature of said Lemuel B McConnico to the same is genuine. Given under my hand and seal this 11th day of May AD 1839

Gilbert Marshall (Seal)

Ben Leflore & Wife to Edwd C Groves

Received for Record June 10th Recorded June 10 1839

The State of Mississippi

This Indenture made and entered into this fifth day of June AD 1839 by and between Benjamin Leflore & Mary Leflore his wife of the county of Leake & State of Mississippi of the first part and Edwd C Groves of the county and State aforesaid of the other part. Witnesseth that the said Benjamin Leflore & Mary Leflore his wife for and in consideration of the sum of three hundred dollars to them in hand paid by the said E C Groves at and before the signing sealing of these presents the receipt whereof is hereby acknowledged have granted bargained sold & conveyed and by these presents doth grant bargain sell & convey unto the said E C Groves his heirs & assigns forever all that certain ~~piece~~ or parcel of Land lying and being in the county of Madisons & State of Mississippi known and designated as the W ½ of the E ½ of Section 23 & the W ½ of the W E ½ of Section 26 in Township No 10 N of Range No 5 E, To have and to hold with all and singular the hereditaments & appurtenances thereunto belonging or in anywise appertaining unto the said tract or parcel of land to him the said E C Groves his heirs & assigns forever against the claims of the said B Leflore his heirs and assigns & against claim or claims of all & every person or persons whomsoever do by these presents warrant and will forever defend both in law and equity. In testimony whereof the said parties have hereunto set their hands & affixed their seals the day and year first in this indenture written

Benjamin his + mark Leflore (Seal)
Mary her + mark Leflore (Seal)

Witness
James W Dickson

The State of Mississippi
Leake County &

Personally appeared before me the undersigned James W Dickson an acting justice of the peace & ex officio Notary Public in & for the County & Leake County & State aforesaid Benjamin Leflore the grantor to the within deed who acknowledged that he

Signed Sealed and delivered the same as his act and deed on the day and year therein written. Also at the same time appeared Mary Leflore the wife of the said Benjamin Leflore who being examined apart from her said husband acknowledged that she signed sealed and delivered the foregoing Deed as her voluntary act and deed for the use and purposes therein set forth on the day and therein written without any fear threats or compulsion of her said husband

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

James McDickson JP (Seal)
Ex Officio Justice Peace

Darling P Austin
To
Deed
Reuben Cole

Received for Record May 27th 1839 & Recorded June 1839

This Indenture made and entered into this 19th day of April in the year of our Lord eighteen hundred and thirty nine between Darling P Austin of the State of Mississippi and county of Madison of the one part & Reuben Cole of the State & County aforesaid of the other part Witnesseth that the said party of the first part for & in consideration of twelve hundred dollars in hand paid the receipt whereof is hereby acknowledged have granted bargained sold alienated & conveyed and by these presents do bargain sell grant & convey unto the said party of the second part his heirs and assigns forever My half of that tract or parcel of land lying and being situated in the county of Madison & State of Mississippi, known and described as the South west quarter of Section No twenty eight township No seven range No two East contains one hundred & sixty acres or thereabouts to have and to hold all my right title & interest in the same unto all the appurtenances thereunto belonging unto his self his heirs & assigns forever, And the said party of the first part for his self his heirs and assigns forever do covenant & agree to and with the party of the second part his heirs and assigns that my half of said tract or parcel of land before mentioned is now & shall forever remain free from all claims & incumbrance whatsoever and the right title to the same I will forever defend against all claimants whomsoever.

In testimony whereof the said party of the first part have hereunto affixed his hand & seal the day and year above mentioned

State of Mississippi
Madison County

D. P. Austin (Seal)

Personally appeared before me Gideon Bass Justice of the Peace in and for the county and State aforesaid D P Austin who acknowledgeth that he signed sealed and delivered the foregoing deed as his act and deed Given under my hand and seal this 22nd of April AD 1839

Gideon Bass JP

Reuben Cole
To
Deed
Darling P. Austin

Received for Record May 27th & Recorded June 10 1839

This indenture made and entered into this 19th day of April in the year of our Lord eighteen hundred and thirty Nine between Reuben Cole of the State of Mississippi and county of Madison of the one part & Darling P. Austin of the State & County aforesaid of the other part, Witnesseth that the said party of the first part for & in consideration of eight hundred dollars the receipt whereof is hereby acknowledged have granted bargained and sold alienate and conveyed, and by these presents do bargain sell grant & convey unto the said party of the second part his heirs and assigns forever my half of that tract or parcel of land lying and being situated in the county of Madison & State of Mississippi known and designated as the North West quarter of Section No twenty eight township No Seven Range No two East contain one hundred and sixty acres or thereabouts, to have and to hold all my right title & interest in the same with all the appurtenances thereunto belonging unto his self his heirs & assigns forever and the said party of the first part for himself his heirs and assigns forever do covenant & agree to and with the party of the second part his heirs & assigns, that my half of said tract or parcel of land before mentioned is now & shall forever remain free from all claims & incumbrances whatsoever and the title to the same I will forever defend against all claimants whomsoever

In testimony whereof the said party of the first part have hereunto affixed his hand and seal the day & year above mentioned

Interlined before signed

Reuben Cole (Seal)

State of Mississippi } Personally appeared before me Gideon V. Bass a
Madison County } Justice of the Peace in and for said Reuben Cole who acknowledgeth that he signed sealed and delivered the foregoing deed as his act and deed. Given under my hand and seal this the 24th of April AD 1839

Gideon V. Bass J.P.

Wm. McGinn marshall
To
Deed
Wm. J. Austin

Received for Record May 27 & Recorded June 10 1839

This Indenture made and entered into this Eighth day of April in the year of our Lord one thousand eight hundred and thirty Nine between William McGinn, Marshal of the Southern District of Mississippi of the one part, and William J. Austin of the county of Madison State of Mississippi of the other part, Witnesseth Whereas a writ of Venditioni Exponas lately issued from the Circuit Court of the United States, for the District of Mississippi, directed to the said Marshall, at the suit of Moseley & Payne & J. Sullivan, against the goods and chattels, lands and tenements of Wm Hill Collin Pearce Levi Pearce & B. G. Marshall Returnable to the may Term of said Court Eighteen Hundred & thirty Nine No 291. for the sum of one thousand & Sixty one dollars and fifty six cents which said writ of Venditioni Exps was levied on the the following Land

& Lot in the Town of Sharon, Viz a Square five acre lot in Section five Range four East West half North West quarter including the improvement made by Levi Pearce in the corporation Limit of Said Town of Sharon. Also in the following Land Viz East Half North West quarter of Section 5, Township 9 & Range four East Situate and lying in the county of Madison State aforesaid with the appurtenances as the lands and tenements of the above named defendant Levi Pearce, and the said Marshall having given thirty days previous notice that the above described Land & Town Property would be Sold at public auction by virtue of said Writ of Vendin a Expo on the day and year first above written, between the hours of eleven O'Clock A.M. and four O'Clock P.M. of said day at the court House of said county of Madison did, at the same time and place, offer said premises for Sale at Public Auction, and the said William J Austin party of the second part, then and there appeared and bid for the premises the Sum of Three hundred & Forty two 4/100 dollars which said Sum was more than any other person offered or bid for the same, whereupon the said premises were struck off to the said William J Austine being the highest and best bidder therefor

Now this Indenture Witnesseth that the said Wm M Gwin Marshal as aforesaid, for and in consideration of the premises and of the said Sum of Three Hundred & Forty Two 4/100, dollars to him the said Marshall in hand well and truly paid by the said Wm J Austin at and before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, hath bargained, sold, aliened and conveyed, and by these presents, doth grant, bargain sell alien and convey unto the said William J Austine his heirs and assigns forever, all and singular the before described premises, hereditaments, privileges and appurtenances thereunto belonging or in anywise appertaining, To have and To Hold the said premises, privileges and appurtenances, and all the right interest, title or claim both at law and in equity of him the said Levi Pearce the above named defendant, of, in or to the same, unto the said Wm J Austin his heirs and assigns forever

In Witness Whereof the said William M Gwin Marshal as aforesaid hath hereunto set his hand and seal, the day and year first above written

Wm M. Gwine

The State of Mississippi } Marshall Southern District of Mississippi
Madison County } Personally appeared before me Thos Shackleford the undersigned Judge of Probate in and for said County Wm M Gwin Marshal of the Southern District of Mississippi whose name is subscribed to the within and foregoing Deed who acknowledged that he signed sealed and delivered the same on the day and year therein mentioned as his act and Deed for the purposes therein specified

Given under my hand & seal on the 23d day of May A D 1839

Thos Shackleford (Seal)
Judge of Probate

D & Sarah Hardeman
To
William Hardeman admrx

Recd for Record May 27th Recd June 10 1839

We D Hardeman, and Sarah N Hardeman, have this day bargained Sold and do hereby transfer, and convey to William Hardeman administrator of all and singular the goods and chattels, rights and credits, which were of Thomas Hardeman deceased who died intestate, for the Sum of Eleven thousand four hundred and forty four dollars to us paid by the Said William Hardeman administrator as afore Said the following described tract or parcel of Land, lying and being in the County of Madison, and State of Mississippi to wit. Beginning at the corner of the North east and South west quarter of Section three in the Northern boundary line of Said Section, running thence East with northern boundary line of Said Section Eighty poles to a Stake thence South Two hundred and forty fourees to a Stake, the South west corner of the North east half of the South East Quarter of Section three thence west to the line running diagonally, from the South west corner of the East half of the South East Quarter of Section three to the Northern corner of the north East and North west corner of Said Quarters of Said Section in the Northern boundary thereof, thence North westerwardly to the beginning Also the East half of the north East Quarter of Section Three, Also the west half of the north west Quarter of Section Two, Also the north half of the East half of the South East Quarter of Section three, Also the North half of the South west Quarter of Section two, Also the North half of the west half of the South East Quarter of Section two, all of the aforesaid lands are in Township Eight, Range one west, Also the South East Quarter of Section ten & four Township Nine, Range one west, all of the above described land and bargained premises being the Same conveyed by D G Moore and Robert Moore to the Said D Hardeman, To have and to hold the aforesaid lands and bargained premises to the Said William Hardeman administrator as aforesaid, his heirs assigns and legal representatives forever, We do further covenant with the Said William Hardeman administrator as aforesaid, that we are lawfully seized of Said land and bargained Premises, and have a good right to convey the Same, We do further covenant and bind ourselves heirs, executors, and assigns, to warrant and forever defend the Title of the Said land and bargained premises, and every part thereof to the Said William Hardeman administrator aforesaid against the lawful Claims of all persons whatever, Witness our hands and Seals, this day of April AD 1839

D Hardeman (Seal)
Sarah Ann Hardeman (Seal)

Interlineations and erasures made before signing
Test

The State of Mississippi
Madison County

Personally appeared before me William G Hart an acting Justice of the Peace and Ex officio Notary Public in and for Said County D Hardeman & Sarah Ann his wife who acknowledged that they severally signed sealed & delivered the foregoing deed as their act and deed for the purposes therein mentioned & the Said Sarah Ann Hardeman wife of the Said D Hardeman being examined separate and apart from her Said Husband acknowledged that She signed the Same without persuasion compulsion or the fear

of offends her said husband. Given under my hand and Seal this 9th day of May 1839

Wm D Hunt (Seal)
Ex officio Notary Public

G W King
To
Deed
R H Nash

Received for Record May 24th & Recorded June 10 1839

The State of Mississippi
Madison County } Know all men by these presents that I George W King of the county and State aforesaid for and in consideration of the sum of five hundred ——— dollars to me in hand paid by Roland H Nash of the county of Perkins and State of Alabama the receipt whereof is hereby acknowledged have this day granted bargained sold and confirmed and by these presents do grant bargain sell convey and confirm unto the said Roland H Nash his heirs and assigns forever the following described Lot or parcel of ground lying in Section Nineteen township nine range three east bounded as follows to wit Beginning at the North east Corner of Silas M Catchings Nine acre lot on Peace Street thence with said Street due East 105 feet to Lewis M Garrett's western boundary line thence due South in the direction of said line to John B Hancock's line thence with his line to the South east corner of John F King's Nine acre Lot thence with his line to his north east Corner, thence North to Silas M Catchings South East corner, thence North with his line to the beginning containing five acres more or less. To gether with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining, To have and To hold the above described and hereby granted premises with the appurtenances unto the said Roland H Nash his heirs and assigns, forever to his and their only proper use and behoof forever and I the said George W King for myself my heirs executors & administrators do covenant and agree to and with the said Roland H Nash his heirs & that I am lawfully seized in fee of the aforegranted premises that the same are conveyed free and quit of all incumbrances and that I will and my heirs Executors and administrators shall warrant and forever defend the title in and to the said premises unto the said Roland H Nash his heirs & against all and every person or persons whatever lawfully claiming or to claim the same or any part thereof. In Testimony of all which the said George W King have hereunto set his hand and affixed his Seal this twenty fourth day of May A D 1839.

G W King (Seal)

State of Mississippi
Madison County } Personally appeared before me John T Cameron Clerk of the Probate Court of said County the above named George W King who acknowledged that he signed sealed and delivered the foregoing Deed on the day and year therein mentioned as his act and deed. Given under my hand and Seal of Office at Canton this 24th Day of May A D 1839

John T Cameron Clerk

William Wade
To
Bill Sale
H. R. W. Hill

Received for Record May 3rd & Recorded January 1839
Canton Mississippi May 2nd 1839

Received of Harry R. W. Hill Sixty five Hundred Dollars in full consideration for the following described Negro Slaves and property, to wit- Frank 38 years old Amy about 24 years old, Adam about 12 years old Dudley ten years old Hannetta about 4 years old Caroline 4 years old, Camo 22 years old Angelina 20 years old Big about 23 years old Little Matilone 19 years old, Simon 28 years old, Fanny 38 years old Jenkins 24 years old Little Sally 20 years old Hulda, 3 years old, Spanish John 23 years, Little Pat 18 years old Hellina 5 years old John 3 years old Ted 34 years old Little Hannah 20 years old Celia 1 year old Solomon 19 years old Sofi Fancy 20 years old Bob about 1 year old, Wash 19 years old Patton Nancy 18 years old Jenkins 20 years old Elza 18 years old Black John 18 years old Abraham 40 years old Sear 35 years old, Horace 14 years old 10 years old Albert 18 years old Big Hannibal 35 years old Alsey 33 years old, Little Hannibal 14 years old, Martha 14 years old Nelson 12 years old, Margaret 10 years old, Amy 5 years old, Jesse 24 years old, Big Pat 24 years old William 8 years old, one child name not recollected four years old Randell 23 years old, Little Lucinda 17 years old Crockett 17 years old Felix 27 years old Big Lucinda 22 years old Alsey 1 year old, Dandy Jack 19 years old, Tom 55 years old, Phelix 45 years old, Mager 28 years old, Bess 33 years old, Anderson 27 years old, Mary 30 years old Big Anthony 33 years old, Chaina 28 years old, Jane 13 years old White 11 years old, Little Anthony 9 years old, Martha 7 years old, Chaina 5 years old, Mary 3 years old, Buckey 40 years old, Cesar 13 years old, Jo 48 years old Big Hannah 23 years old, Alexander 3 years old, Child 4 months old, no name, Celia 26 years old, Big Sally 23 years old, Little Eliza 14 years old, Big Bambay 26 years old Nancy 6 years old, Yellow Nance 18 years old, Nance 22 years old, Ann 18 years old, Buckey 18 years old, Old Buckey 35 years old, Little Amy 17 years old, Old Amy 35 years old, Big Amy 38 years old, Denis 17 years old, Kitty 19 years old, Ben 3 years old, Ford one month old Milley 27 years old, Little Jo 12 years old, Lin 10 years old, Eliza 7 years old Fayett 5 years old Child no name, one Month old, Tom Cook 25 years old, Billy 26 years old, Eunice 3 years old & Elizabeth one year old. Also fourteen Yoke of Oxen, Two Hundred head of Sheep, fifteen Mules, Twenty Six Horses, Eleven Colts three hundred head of Hogs four Waggons all of the farming utensils of every sort description and kind soever belonging to my present plantation which I have also this day sold to the said Harry R W Hill, also the present Crop of every kind say Cotton Corn, and every thing else in way of Crop upon the aforesaid plantation which I hereby deliver to the said Harry R W Hill; also our Station all the above described Negroes Slaves I warrant Slaves for life and sound in body and mind, I do covenant with the said

Henry W. Hill that I am lawfully seized of said Negro Slave, and other property above described and have a good right to convey the same being unincumbered and will forever warrant and defend the title to said Slave and other property above mentioned to the said Henry W. Hill his heirs and assigns forever

Witness my hand and seal May 3d 1839

Test.
John O'Brien

William Wade (Seal)

State of Mississippi } Personally appeared before me John H. Cameron
Madison County } Clerk of the Probate Court of said County John O'Brien the subscribing witness to the foregoing instrument who being duly sworn Deposeth saith that he William Wade whose name is subscribed thereto signs seal and delivers said instrument on the day and year therein date, that he this Deponent subscribed his name thereto as a Witness in presence of said Wade on the day & year therein mentioned

Given under my hand and seal of office at Canton this 31st Day of May AD 1839

John H. Cameron Clerk

John Gooch & Wife To Deed Benj B. Frizzelle

Received for Record June 1 & Recorded June 1839

State of Mississippi } Madison County } Know all men by these presents that we Jno Gooch and Martha his wife of the county and State aforesaid for and in consideration of the sum of Twelve hundred Dollars to us in hand paid the receipt whereof is hereby acknowledged have bargained sold and delivered unto Benjamin B. Frizelle of the County and State aforesaid all our right title claim and interest in and to the North East quarter of Section No Seven Township No two of Range No three East in the Chocktaw District of land west of Pearl River in fractional Entry at Mount Salus containing one hundred and Sixty acres more or less, the title of said lands we bind ourselves our heirs adm & administrators and assigns to warrant and defend unto the said Benjamin B. Frizelle his heirs administrators and assigns forever in Witness whereof we have unto set our hands and seals this 28th day of April 1836

Jno Gooch (Seal)
Martha Gooch (Seal)

State of Mississippi } Madison County } Personally appeared before me the subscriber a Justice of the Peace in and for said county the above mentioned Jno Gooch and Martha his wife who acknowledged that the foregoing Indenture was their voluntary act and deed for the purposes therein specified and the said Martha being being of full age and separate and apart from her said husband by me examined and the full contents thereof being fully made known to her did declare that she voluntarily of her own free will and accord signed and as her act and deed sealed and delivered the said Indenture without any coercion or compulsion of her said husband.

Witness my hand and seal this 28 day of April Eighteen hundred & thirty six

Charles Moore

The State of Mississippi
Madison County } Personally appeared before me John P Pokame a Justice of the Peace and ex officio Notary Public for said County John Gooch the grantor to the within deed, and acknowledged that he signed sealed, and delivered the same as his act and deed, for the purposes therein mentioned.

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

J P Pokame JP seal
Ex officio Notary Public

Collin Pearce & Wife
To
Wm P Cook

Received for Record June 1st Recorded June 12 1839

This Indenture made and Entered into this the First day of June Eighteen hundred & Twenty Nine Between Collin Pearce and Elizabeth W Pearce his wife of the first part and Wm P Cook of the second part, all of the county of Madison and State of Mississippi, Witnesseth that for and in consideration of the Sum of Ninety Nine Dollars and Ten Cents by the said Wm P Cook in hand paid to the said Collin Pearce and Elizabeth Pearce his wife, the receipt of which is hereby acknowledged by the said party of the first part hath this day sold and by these presents doth sell and convey, Grant, and bargain unto the said Wm P Cook His Heirs Executors assigns and Administrators Forever All that Tract or parcel of Land known and designated in the District of Land Subject to Sale At the Mount Salus Land office in Mississippi and lying and being in the county of Madison State of Mississippi as follows, The west half of the North West Quarter of Section number nineteen, Township Ten of Range Number three East containing seventy Nine 42/100 acres (W½ NW¼ Sec 19 Township No 10 of Range No 3E) To have and to hold the aforesaid described premises unto the said Wm P Cook His Heirs assigns Executors or administrators Forever and also all and singular the Rights profits Hereditaments and appurtenances of in and to the same Land and premises in any wise appertaining or belonging, To the only proper use and behoof of the said Wm P Cook His Heirs and assigns forever, and the said party of the first part by the said Collin Pearce and Elizabeth Pearce his wife doth covenant and agree to and with the said party of the second part That the above described and Bargained premises, they will forever warrant and defend from themselves their Heirs, Executors administrators &c and also from the right and Title claim or Claims or interest of all and every Person or Persons whatsoever, In Testimony whereof the party of the first part Hath Hereunto Set their Hands & Seals the day and date above written

Attest

Collin Pearce Seal
Elizabeth W Pearce Seal

State of Mississippi
Madison County } Personally appeared before me Jas M Batten a Justice of the Peace in & for the county of and State aforesaid Collin Pearce who acknowledged that he signed sealed and delivered

the foregoing deed of conveyance as his own act & deed the day and year above written as Given under my hand and Seal this first day of June 1839

State of Mississippi } James McBather Jr (Seal)
Madison County } Personally appeared before me James McBather Justice of the Peace Elizabeth Pewee wife of the said Collin Pewee who on a private Examination separate and apart from her husband acknowledged that she signed sealed and delivered the foregoing deed as her voluntary act and deed freely without any fear threat or compulsion of her Husband. on the day and year above written as Given under my hand & Seal this the first day of June 1839

James McBather Jr (Seal)

Leggitt } Received for Record June 1st Recorded June 12 1839
To } Deed
J W Leggitt }

This indenture made this 29th day of May AD. Eighteen hundred and thirty Nine between Prudence Leggitt, administratrix, and Alexander Leggitt, administrator of the estate of Erasmus Leggitt deceased deceased of the first part, and John W Leggitt of the second part, all of said parties being of Madison County & State of Mississippi, Witnesseth that whereas the said parties of the first part were directed by an order of the Probate Court of Madison County and State aforesaide at its August Term 1834 to sell the lands tenements and hereditaments of the late Erasmus Leggitt deceased, and at the sale thereof in pursuance of said order of Court the said John W Leggitt became the purchaser of said lands, which are hereinafter described and which were all the lands tenements and hereditaments owned by the said Erasmus Leggitt in said County at the time of his death and whereas the said parties of the first part, executed a deed to the said party of the second part, for said lands on the second day of March AD eighteen hundred and thirty five, which deed was apparently by the certificate of the Clerk of the Probate Court of said county, recorded on the 29th of August eighteen hundred and thirty five in Book of Deeds C pages 221-2 & 3 and the said party of the second part having been informed that said deed was informally drawn and admitted to record therefore the parties of the first part as administratrix and administrator as aforesaid to obviate any difficulty that has arisen or may arise by reason of said informality, and for and in consideration of the Sum of four thousand seven hundred and fourteen dollars & Eighty eight cents (the amount being the same Sum of Money mentioned in said deed) to them in hand paid by the said John W Leggitt, the receipt of which was therein and is hereby acknowledged have granted, bargained sold & conveyed, and by these presents do grant bargain sell and convey unto the said party of the second part the following described tracts or parcels of land being and lying in the county and State aforesaid, and being the same as described in the deed above mentioned to Wit- the East half of the North East Quarter & the east half of the South East Quarter of Section No 27 (twenty Nine) And also an other tract of land described and bounded as follows beginning on the line between

the South East & South West quarters of Section twenty eight in Township Nine Range one West, one hundred yards North from the line which divides said Section from Section thirty three running thence in an Easterly direction with William L Balfour's (now James P Thomas) north boundary line until it strikes Joseph Whitehead's (now William Gailey's) line on the North Bank of Brown-Corn Creek, thence with said Whitehead's (now Gailey's) line to the North East Corner of the South West quarter of Section No twenty eight aforesaid, thence west with said line eighty rods, thence South to a Stake about One foot North of Moses Cooks (afterwards called Riley McGuires) private Road, thence East fifty three rods to a Stake, thence South thirty six rods to a Stake, thence East to the beginning, and also, a tract of land described and bounded as follows beginning on Main street at the North East Corner of a lot in the town of Vernon belonging to Myers & Co (described in the deed aforesaid as belonging to Peter Crowell) running thence West on the North line of said lot two hundred feet, thence, running in such a direction as to include all the land which has not been laid off in Lots in said town of Vernon till it strikes the west line of the west half of the South West quarter of Section twenty eight in township No. Nine Range one West thence North on said line to the North west Corner of said Section twenty eight, thence East about eighty rods to the North East Corner of said eighty in Brown-Corn Creek thence, South on the Eastern line of said eighty about one hundred and five rods to a Stake on the North side of Moses Cooks private road, thence a westerly course on the North side of said road to the Main Street in Vernon, thence crossing said Street, thence South on the West Margin of said Street to the place of beginning all of which said lands are in Township Nine range one West in the Choctaw district & State aforesaide, To have and to hold the lands aforesaid with the appurtenances unto the said John W Leggett his heirs and assigns forever, And the said parties of the first part as administrator as aforesaid the aforesaid tracts of land with their appurtenances and every part thereof unto the said party of the second part, his heirs and assigns against them and all claiming under the estate of the said Erasmus Leggett & all other persons whomsoever shall and will warrant and forever defend by these presents, In Testimony whereof they have hereunto set their hands and affixed their seals the day and year above written

Prudence her × mark Leggett (Seal) administratrix
Alexander Leggett (Seal) Administrator
of the Estate of Erasmus Leggett decd

In presence of
Dan'l Sutherland

State of Mississippi } Personally appeared before the undersigned Justice of
Madison County } the Peace Prudence Leggett administratrix of the Estate of Erasmus Leggett decd and Alexander Leggett administrator of said Estate who acknowledged that they signed sealed and delivered the within deed for the use and purposes therein mentioned

Given under my hand
& Seal this 29th May 1839
Dan'l Sutherland, J P (Seal)

John Stone & Catharine Stephens adm'rs } Recd for Rec'd May 30th & Rec'd June 12 1839
To } Deed
Wm P. Perkins

This Indenture made and entered into this Nineteenth day of May in the year of our Lord one thousand Eight hundred and thirty Nine between John Stone for administrator and Catharine Stephens administratrix of all and singular the goods & chattels rights and credits of his son of John Stephens Dec'd of the first part and William P. Perkins of the second part, all of the County of Madison and State of Mississippi. Witnesseth. Whereas at the March Term A.D. 1839 of the Probate Court of Madison County and State aforesaid the party of the first part as administrator & administratrix as aforesaid applied for and obtained according to the Statute in such cases made and provided, an order and Decree for the Sale of the following described Real Estate situate lying and being in the County and State aforesaid belonging to the Estate of said Deceased to Wit. The West half of the North East quarter and East half of the North East quarter of Section thirty six, Township Tenth Range two East, containing in all one hundred, and sixty acres more or less, And whereas in obedience to said Order the said parties of the first part, as aforesaid after advertising the said land as the law prescribes, proceeded on the Eleventh day of May A.D. 1839 at the Court House Door in the Town of Canton to sell the above described tract or parcel of land to the highest bidder on a Credit of one and two years at which said Sale the said William P. Perkins appeared and bide for said land the sum of twenty five Dollars per acre which being more than any other person did or would bid, the said William P. Perkins became the purchaser of the premises above described Now this Indenture Witnesseth that the said party of the first part administrator and administratrix as aforesaid by virtue of the Order of the Probate Court, aforesaide, and for and in consideration of the sum of four thousand Dollars to them in hand paide or secured to be paide the receipt whereof is hereby acknowledged Have this day granted, bargained, sold and conveyed, And by these presents do grant, bargain, sell and convey unto the said party of the second part, his heirs and assigns forever, all the right title claim and interest of which the said John Stephens died seized and possessed, of in and to the above described and hereby granted premises together with all the hereditaments and appurtenances thereunto belonging or in any wise appertaining, To have and to hold the said above described tract or parcel of land with the appurtenances unto the said party of the second part his heirs and assigns, to his and their only proper use benefit and behoof forever, and the said party of the first part as Administrator and Administratrix as aforesaid do covenant to warrant and forever defend unto the said party of the second part his heirs and assigns all the right title claim and interest which the said John Stephens Dec'd had in his lifetime and at the time of his death in and to said premises against all and every person or persons whomsoever claiming or to claim the same or any part thereof, In testimony whereof the said John Stone administrator and Catharine Stephens administratrix as aforesaid have hereunto set their hands and affixed their seals this Nineteenth day of May Anno Domini one thousand Eight hundred and thirty Nine

J. Stone (Seal) administrator
C. S. Stephens (Seal) adm'x

The State of Mississippi }
Madison County } Personally appeared before me John T Cameron Clerk of the Probate Court of said county John Stone Jr administrator and Catharine Stephens Administratrix of the Estate of John Stephens Decd who severally acknowledged that they signed sealed and delivered the within and foregoing Deed on the day and year therein mentioned as their act and deed as Administrator & Administratrix as aforesaid

Given under my hand and Seal of Office at Canton this 30th Day of May AD 1839

John T Cameron Clerk

Charles & John Roberts } Received for Record June 3 Recorded June 12 1839
To } Deed
Isaac Caldwell }

This Indenture made this 4th day of January 1832 Between Charles Roberts & John Roberts of Madison County of the one part and Isaac Caldwell of Hinds County of the other part, Witnesseth that the said Charles & John Roberts have for and in consideration of the sum of Two hundred Dollars Sold & Given & by these presents do give grant, bargain & sell to said Isaac Caldwell his heirs & forever a certain tract or parcel of ground situate lying & being in said County of Madison on Doakes Creek waters containing Eighty & being designated as Lot Number five of Section Number Seven of Township Ten of Range five East of the Basis Meredian To have and to hold lot No five of Section No Seven, Township No Ten, Range No five East to him said Isaac Caldwell his heirs forever, and said Charles & John Roberts covenant and agree to warrant & forever defend said land to said Caldwell his heirs against all Claims whatever

In testimony whereof the said Charles & John Roberts hereunto set their hands and seals the date aforesaid

Witness
J J Parker
Stephen R Wilson

Charles Roberts (Seal)
John his X mark Roberts (Seal)

The State of Mississippi }
Leake County } J J Parker one of the subscribing witnesses to the within deed do solemnly swear that I was present at the signing of the within and saw both Charles & John Roberts assign the same for the purposes therein contained

Sworn to and Subscribed before this the 18th day of April AD 1839

J. J. Parker

R. E. Halford J.P. (Seal)

The State of Mississippi }
Leake County } Personally appeared J J Parker before me Robert E Halford an acting Justice of the Peace in & for said County who being duly sworn says that he is one of the subscribing witnesses to the within Deed and that he did see both Charles Roberts & John Roberts sign seal & deliver the same

for the purposes therein mentioned & that they did it in the presence of him self & Stephen R Wilson the other subscribing witness who signed it as a wit ness at the same time with himself

Sworn to and subscribed before me this 10th day of April 1839 — J. J. Parker.
R. E. Harford J.P.

Alex H Dunkins
To E Dude
John F Cook

Received for Record June 3rd Recorded June 12 1839

This Indenture Made and entered into this third day of June in the year of our Lord one thousand Eight hundred and thirty Nine between Alexander H Dunkins of the first part and John F Cook of the second part both of the county of Madison and State of Mississippi, Witnesseth that the said party of the first part for and in consideration of the sum of three thousand two hundred and Eighty Dollars lawfull Money of the United States to him in hand paid by the said party of the second part the receipt whereof is hereby acknowledged has this day granted bargained sold conveyed and confirmed and by these presents does grant bargain sell convey and confirm unto the said party of the second part his heirs and assigns forever all that certain tract or parcel of land situate lying and being in the county of Madison and State of Mississippi and known and designated as follows to Wit the South half of West half of South East quarter. East Half of South west quarter, North East quarter, and North half of West half of South East quarter of Section thirty two Township Ten of Range Four East containing in all three hundred and Nine acres together with all and singular the hereditaments privileges advantages and appurtenances, thereunto belonging or in any wise appertaining And all the estate right title claim interest property and demand whatsoever either at law or in Equity of him the said party of the first part his heirs Executors, administrators of in and to the same or any part thereof, To have and to hold the above described and hereby granted premises with the appurtenances unto the said party of the second part his heirs Executors administrators and assigns, to the only proper use benefit and behoof of him the said party of the second part his heirs &c forever, And the said party of the first doth for himself his heirs &c covenant and agree to and with the said party of the second part his heirs &c, that he is well seized in fee of the aforegranted premises that the same are conveyed free and quit of all incumbrances, that he has good right to sell and convey the same in manner and form as aforesaid and that he will and his heirs Executors & administrators shall warrant and forever defend, the right and title to the aforegranted premises with the appurtenances unto the said party of the second part his heirs &c against himself his heirs &c and against all and every other person or persons whomsoever either lawfully or Equitably claiming or to claim the same or any part thereof

In Testimony whereof the said Alexander H Dunkins the party

of the first part hath hereunto set his hand and affixed his Seal this day and year first above written

State of Mississippi } Alex H Dunkins (Seal)
Madison County } Personally appeared before me John T Cameron Clerk of the Probate Court of said County the above named Alexander H Dunkins who acknowledged that he signed sealed and delivered the foregoing Deed on the day and year therein mentioned as his act and deed

Given under my hands and Seal of Office at Canton this 3d day of June AD 1839

(Seal)

John T Cameron Clerk

Moses Cook & Wife } Received for Record June 3d & Recorded June 12 1839
To } Deed } These presents witness
C C Herbert } That we Moses Cook & Dolly Cook his wife of Hancock County and State of Mississippi, for and in consideration of the sum of one Dollar to us in hand paid by Claiborne C Herbert the receipt whereof is hereby acknowledged have demised released and forever quit claim by these presents do demise release & forever quit claim unto the said Claiborne C Herbert his heirs & assigns forever all the following described tract or parcel of land lying and being situate in Section four of Township Eight in Range one West in Madison County State of Mississippi. Beginning at the centre of the road leading from Vernon to Rocky Mount twenty five links East of the quarter section corner on the North boundary of said Section, thence west to said corner, thence South to the centre of said Section, thence East one thousand three hundred and twenty nine links to the centre of said road, thence North fifteen degrees and thirty minutes west six hundred links thence North eight degrees west one thousand eight hundred and twenty links, thence to the place of beginning, containing thirty four, more or less being the same conveyed by us to Allen Garey by deed dated February twenty fourth AD 1832 & now in possession of said Herbert

In testimony whereof we have hereunto set our hands and seals this twenty fifth day of May in the year of our Lord eighteen hundred & thirty Nine

Signed sealed and delivered in presence of

Lewis Watson — Moses Cook (Seal)
H Dillard — Dolly Cook (Seal)

State of Mississippi } Personally appeared before me an acting
Hancock County } Justice of the Peace in & for said county duly commissioned & sworn Moses Cook and Dolly Cook his wife who acknowledged that they signed sealed and delivered the above deed as their voluntary act & deed for the purposes therein mentioned, and the said Dolly Cook being examined apart from her husband acknowledged that she signed sealed and delivered the same as her voluntary act and deed freely and without any fear threats or compulsion

of her husband, Given under my hand and Seal this twenty fifth day of May in the year of our Lord one thousand eight hundred and thirty Nine

Thos Stewart (L.S.) Seal
Justice of the peace
Hancock County

The State of Mississippi }
Hancock County } I John S Brush Clerk of the Probate Court of said County Certify that Thadrach Stewart whose name is subscribed to the written or above acknowledgement as a Justice of the Peace was at the time of signing the same a justice of the peace in and for said county and that full faith and credit are due to all his official acts as such

Given under my hand & the Seal of said Court this 27th day of May 1839

John S Brush Clk

The State of Mississippi }
Madison County } Personally appeared before me John S Brush Clerk of the Circuit Court of said County Lewis Watson one of the subscribing witnesses to the forgoing Deed, who first being duly sworn deposeth and saith that he saw the above named Moses Cook and Dolly Cook whose names are subscribed thereto sign seal and deliver the same, that he this deponent subscribed his name as a witness thereto in the presence of the said Moses & Dolly And that he saw the other subscribing witness Henry Dillard sign the same in the presence of the said Moses & Dolly, and in the presence of each other on the day and year therein named

Given under my hand and the Seal of said Court this 27th day of May 1839

John S Brush Clk

Jas Pigg & Wife }
To }
Richard Allen Senr }

Received for Record June 3 & Recorded June 13 1839

This Indenture made and Entered into this 25th day of March one thousand Eight hundred and Ninty Nine between Jas Pigg and Polly his wife of the county of Madison in the State of Mississippi of the first part and Richards Allen Senr of the county and State aforesaid of the second part, Witnesseth that the said Jas Pigg and his wife Polly for and in consideration of the sum of Six thousand Four Hundred dolls to them in hand paid at or before the signing and sealing of these presents the receipt whereof is hereby acknowledged have granted bargained and and by these presents does grant bargain and sell unto the said Richd Allen his heirs and assigns all that tract or parcel of land situate lying and being in the county of Madison & State of Mississippi & known & designated as the W½ S E¼ S½ of E½ & E½ of Section No 20 W½ of E½ N W¼ and W½ S W¼ S½ N W¼ of Section No 29 in Township 11 Range 3 East Containing 320 acres more or less to have and to hold 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 R Allen Sr his heirs and assigns forever and the said Jas Pigg and wife Polly Pigg for themselves their heirs Executors and Ad

ministrators warrant the said tract or parcel of land together with rights privileges and appurtenances thereunto belonging or appertaining unto the said W. Allen Esq. his heirs and assigns, free from the claim of the them the said Eve Pigg his wife their heirs Executors and administrators and of all every person or persons, whatsoever shall will and does forever warrant and defend by these presents.

In witness whereof we have hereunto set our hands and affixed our seals, the day and date first above written

Signed sealed & delivered in presence of
Eli Nichols
Enl Odom

James Pigg (Seal)
Mary her × mark Pigg (Seal)

The State of Mississippi } Personally appeared before me Eli Nichols
Madison County } a member of the Board of Police in and for said county the above named James Pigg and Mary Pigg 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 Mary the wife of said James Pigg on a private examination separate and apart from her husband acknowledged that she signed sealed and delivered said Deed as her voluntary act and deed freely without any fear threats or compulsion of her said husband

Given under my hand and seal this 20th day of April A.D. 1839
Eli Nichols Member B.P. M.C

Catharine Stephens
To
W. P. Perkins

Received for Record June 4th filed June 13 1839

Land of Relinquishment

This Indenture made and entered into this fourth day of June A.D. 1839 between Catharine Stephens of the first part and William P. Perkins of the second part, all of the county of Madison and State of Mississippi Witnesseth Whereas John Stephens Deceased my late husband died seized and possessed of a certain tract tract or parcel of land lying and being situate in the county and State aforesaid, Known and described as follows, to wit, the West half of North East quarter and East half of North East quarter of Section twenty Six Township Ten Range two East containing by estimation one hundred and Sixty Acres, And whereas by virtue of an order of the Probate Court of said County John Stone Sr as administrator, and myself as administratrix were authorized and empowered to sell the above described lands to the highest bidder on a credit mentioned in said order of said Court, And whereas in obedience to said order the said lands were sold as aforesaid to said William P. Perkins and a Deed of Conveyance executed for the same by said Stone and Myself And whereas it is considered that my Dower right and interest in said lands did not pass by the said Deed to said William P. Perkins Now Know all men by these presents that I Catharine Stephens for and in consideration of the sum of Ten Dollars to me in hand paid by William P. Perkins the receipt of which I do hereby acknowledge have granted bargained sold remised released and forever quit claim and do hereby remise release and forever

quit Claim to all and singular any right title claim or interest of Dower or other
wise of in and to the above described premises, which I may heretofore have had
or now have and covenant to warrant and defend the same from my self
My heirs Executors and administrators forever unto the said William T. Perkins his
heirs Executors administrators and assigns, against the lawful claims or demands
of all persons whatsoever

In testimony whereof I have hereunto set my hand and affixed my
Seal this day and year first above written

State of Mississippi } C. P. Stephens (Seal)
Madison County } Personally appeared before me John T. Deaning Member
of the Board of County Police in and for said County the within named
Catharine Stephens who acknowledged that she signed sealed and delivered
the foregoing Deed and relinquishment of Dower on the day and year therein
mentioned as his act and deed for the uses and purposes therein specified

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

Jno T. Deaning (Seal)
Member of the Board of Police
of Madison County

Jesse Perkins & Wife } Received for Record June 13th & Recorded June 13 1839
To } Mortgage } State of Mississippi }
Mississippi Union Bank } Madison County } Mechs Bank District.

Whereas, Jesse Perkins a citizen of said State, residing in the county afore
said, (being an owner of real estate, situated in the State of Mississippi) on
the 25th day of September in the year eighteen hundred and thirty eight
(being within the time prescribed) at Jackson in the county of Hinds Sub
scribed for three hundred & twenty Eight shares of one hundred dollars each, amou
ting to thirty two 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 the
sum of thirty two thousand Eight hundred dollars the said Jesse Perkins
hath executed his bond or bill single of even date with these presents, payable
to the said Mississippi Union Bank, and, being delivered and disposed according
to the provisions of the eighth section of said Original act of incorporation
of said Bank to secure the payment of the said bonds, for the Stock
so subscribed, as aforesaide; 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 the times the said bonds for that sum shall
severally fall due, may thereby be assured; and to secure the annual payment
of four per centum upon the principal and seven per centum interest on the
loan he may receive from said Bank as Stock holder therein, according to
the provisions of the thirty first section of the Original act of incorporation
at such times and places as the same may be required, he the said Jesse
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 half, and East half of North East quarter, of Section No twenty, West half of North West quarter, West half of North East quarter, North Half of West Half of North East quarter, of Section Twenty One, East half of North East quarter and twenty acres on the North End of the West half of North East quarter of Section twenty Nine North West quarter of the South West quarter of Section fifteen, North half of West half of North East quarter of Section twenty eight all in Township Seven Range Two East containing in all one thousand and fifty eight 23/100 acres of land situate and now being in the county of Madison aforesaid, 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 Jesse 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 Jesse Perkins doth acknowledge himself debtor to the Mississippi Union Union Bank, in the said Sum of thirty two 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 order 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 Jesse Perkins shall or may obtain, from the said Bank as aforesaid at such times and in such proportions, as the said Bank, in conformity unto said Original act of incorporation may require the said Jesse Perkins is specially desirous to secure, as aforesaid. Wherefore this Indenture, made and entered into this tenth day of June in the year eighteen hundred and thirty Nine by and between Jesse Perkins and Mary B Perkins 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 Jesse Perkins and Mary B Perkins 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 Jesse 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 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 Jesse Perkins 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 bonds of even date herewith, and the mortgage hereby executed and entered into in favor of said Bank and doth further declare that upon the recording of these presents, and upon the production of a Certificate from the Clerk of the Probate Court of the County or Counties, wherein 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 of the County of the residence of the said Jesse Perkins that there is no judgment against him, (or if there be any, stating the amount,) and that there is no nonsuit 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 Mortgage shall be the lawful owner of three hundred and twenty Eight Shares (subject to be produced and received or effected, as aforesaid,) of the Stock of the said Mississippi Union Bank, and entitled, as such, to all the rights, franchises advantages and profits, to which the Stockholders of the said Bank are entitled, according to the true intent and meaning of the said Original act of incorporation, and of the act supplemental thereto as aforesaid, It is also hereby expressly understood and agreed that in case, hereafter, the right title, or titles through which the present Mortgagor derives the above described property, should be deemed insufficient on account of some defect therein, or if any claim either by judgment or conveyance should be successfully asserted thereto, then the present Mortgagor shall be bound as he doth hereby bind himself, to furnish other 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, covenanting 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 pro rata 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 Jesse Perkins and Mary B Perkins his wife, have hereunto set their hands and seals on this tenth day of June in the year of our Lord eighteen hundred and thirty Nine

Jesse Perkins (L.S.)
Mary B Perkins (L.S.)

State of Mississippi }
Madison County } Personally appeared before me Gideon Bass Esquire an acting Justice of the peace in & for said County the within or above named Jesse 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 13th day of June AD 1839

Gideon, Bass JP (Seal)

State of Mississippi }
Madison County } I Gideon Bass an acting Justice of the Peace in & for said County, do hereby certify that Mistress Mary B 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 13th day of June in the year of our Lord, one thousand eight hundred and thirty Nine

Gideon, Bass JP (Seal)

Benjamin Clark } Received for Record June 13 Recorded June 14 1839
To } Deed
Jesse Perkins

This Indenture made and entered into this 21st day of May in the year of our Lord one thousand eight hundred and thirty Nine between Benjamin Clark and Clara Clark his wife of the first part and John H Cole all of the State of Mississippi of the second part Witnesseth that the parties of the first part have for and in consideration of the Sum of two hundred and Seventy dollars to them in hand paid by the said John H Cole at and before the ensealing and delivery of these presents the Receipt and payment of which they do hereby acknowledge) grant grantee bargained sold confirmed and conveyed. and by these presents do give grant bargain sell convey and confirm unto the said John H Cole his heirs Executors administrators and assigns all and singular the following Described tract or parcel of land lying and being in the State aforesaid and County of Madison and known and designated in the plat of Survey of lands subject for sale at Mount Salus and District of Choctaw of said State as being the East half of the South East quarter of Section Nineteen of Township No Seven of Range No two East containing Seventy Nine Acres and Ninety one hundredths of an acre 79 91/100 to gether with all and singular the hereditaments and appertenances thereunto belonging to have and to hold forever, and the said parties of the first part for the consideration aforesaid do covenant to warrant and by these presents forever defend the title to the above described and hereby conveyed land and premises unto the said John H Cole his heirs Executors administrators or assigns from all lawful or Equitable claim or claims whatsoever

In Testimony whereof they the said parties of the first part hereunto put their hands and seals on the day and year first above written

Benjamin his x mark Clark (Seal)
Clary her x mark Clarke (Seal)

State of Mississippi }
Madison County } Personally appeared before me Gideon Bass acting Justice of the Peace in and for said County Benjamin Clark who acknowledgeth that he signed sealed and delivered the foregoing deed on the day therein specified and for the purposes therein mentioned as his act and deed

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

Gideon Bass JP (Seal)

The State of Mississippi }
Madison County } I Gideon Bass acting Justice of the Peace for said County do Certify that I have taken the private examination of Clary Clark the wife of Benjamin Clark Separate and apart from her said husband who acknowledgeth that she signed sealed and delivered the foregoing deed as her own act and deed without any fear threats or compulsion of her husband and for the purposes therein mentioned on the day above mentioned

Given under my hand and seal this the 21st of May AD 1839

Gideon Bass JP (Seal)

John H Cole & Wife } Received for Record June 13th Recorded June 14th 1839
To } Deed,
Jesse Perkins

State of Mississippi }
Kemper County } Whereas I John H Cole of the County of Kemper and State aforesaid did sell to Robert Hill Carter late of this State and

now of Virginia, the South half of Section twenty in Township Seven of Range two East and the east half of the North east quarter Section twenty nine Township Seven Range two East all being in the Choctaw District, which said tract of land the said Carter has paid me for in full and for which I have heretofore made him a Deed which has been declared insufficient and informal by the attorney of the Mississippi Union Bank, now in order that the said Carter may have such a title to his land as he is justly entitled to Know all men by these presents that we John H Cole and Caroline his wife for and in consideration of the sum of one thousand Dollars to us in hand paid have granted bargained and sold unto the said Robert Hodge Carter the South half of Section twenty in Township Seven of Range two East & the East half of the North East quarter Section twenty nine Township Seven of Range two East the land and premises here last mentioned being the same as are recited above, which said land together with all the rights and privileges thereunto belonging or in anywise appertaining, we do hereby warrant and defend to the said Carter his heirs and assigns forever, against our heirs and assigns and against all other lawful claims or demand whatsoever, In testimony whereof we have signed sealed and delivered these presents this the 13th day of May 1839

John H. Cole (Seal)
Caroline M. Cole (Seal)

The State of Mississippi }
Kemper County } Be it remembered that this day before me Benjamin C Offpert Judge of the Probate Court for the County aforesaid, personally came John H Cole party to the forgoing Deed who acknowledged that he signed sealed and delivered the same as his act and deed on the day and date thereof, and for the purposes therein mentioned

In Testimony whereof I have hereunto set my hand and Seal this 13th day of May AD 1839

Benj C Offpert Seal
Judge of Probate
Kemper Cty Miss

The State of Mississippi }
Kemper County } Be it remembered that this day before me Benjamin C Offpert Judge of Probates for the county aforesaid personally came Caroline M Cole wife & consort of John H Cole and party to the forgoing Deed, whom being by me first examined separate and apart from her said, acknowledged that she signed sealed and delivered the said deed on the day and date thereof as her voluntary act and deed, and for the purposes therein mentioned freely and without any fear threats and compulsions of her said husband

In testimony whereof I have hereunto set my hand & Seal this 13th day of May AD 1839

Benj C. Offpert (Seal)
Judge of Probates
Kemper Cty Miss

The State of Mississippi }
Kemper County } I William G Gill Clerk of the probate Court for the county aforesaid do hereby certify, that Benj C Offpert whose name appears to the within certificates is and was a acting Judge of Probates Court for said County at the time of taking and signing said Certificates, therefore full faith and Credit are due to all his official acts as such. Given under my hand and Seal of office at DeKalb this 13th day of May AD 1839

William G. Gill Clerk

Jno W Hanna & Wife } Received for Record June 15th & Recorded June 14th 1839
To } Deed
Jesse Perkins } State of Mississippi }
Madison County } Whereas I Jno W Hanna of the Said county of Madison and State of Mississippi did Sell to Jesse Perkins of the county and State aforesaid the west half of the North east quarter, and the North half of the west half of the South east quarter of Section twenty one Township Seven, Range two East, containing One hundred and twenty acres more or less which Said tract of land the Said Perkins has paid me for in full and for which I have heretofore made him a deed which has been declared inefficient and informal by the attorney of the Mississippi Union Bank Now in order that Said Perkins may have Such a title as he is justly entitled to Know all men by these presents that we John W Hanna and Eliza D his wife for and in consideration of the Sum of Thousand four hundred dollars to us in hand paid have granted bargained and Sold unto the Said Perkins the West half of the North East quarter and the North half of the west half of the South east quarter of Section Twenty one, Township Seven, Range two East, containing One hundred and twenty acres more or less, the land and parties here last mentioned being the same as recited above, which Said land together with all the rights and privileges thereunto belonging or in any wise appertaining we do hereby warrant and defend to the Said Perkins his heirs and assigns forever against our heirs and all persons against all other lawful claims or demands whatever

In testimony whereof we have Signed Sealed and delivered these presents this 25th day of May 1839

Jno W Hanna (Seal)
Eliza D Hanna (Seal)

State of Mississippi }
Madison County } Personally came before me the undersigned Justice of the Peace for the county aforesaid Jno W Hanna the within grantor to the foregoing instrument of writing and acknowledged that he Signed Sealed and delivered the same as his act and deed for the purposes therein named

Witness my hand and Seal this 25th day of May 1839

Gideon Bass J.P. (Seal)

State of Mississippi }
Madison County } Personally appeared before me the undersigned Justice of the Peace for the county aforesaid Eliza D Hanna wife of the Said Jno W Hanna, who being by me examined Separate and apart from her said husband and acknowledged that She Signed Sealed and delivered the within Deed as her voluntary act and deed freely without any fear threats or compulsion of her Said husband, Given under my hand and Seal this 25th day of May 1839

Gideon Bass J.P. (Seal)

Dunbar & Hunt } Received for Record June 13 & Recorded June 14 1839
To } Deed
Jesse Perkins } This Indenture made the Seventeenth day of May in the year of our Lord one thousand eight hundred and thirty Six, Between Joseph Dunbar & Flavia his wife, and David Hunt & Ann his wife of the county of Jefferson & State of Mississippi of the one part and Jesse Perkins of the county of Madison and State aforesaid of the other part, Witnesseth

that the said party of the first part for and in consideration of the Sum of Twelve hundred Dollars to them in hand, paid by the said Party of the second part at or before the sealing and delivery of these Presents, the Receipt whereof is hereby acknowledged, and the said Party of the second part, his Heirs, Executors and Administrators, forever Released and discharged therefrom by these presents, have Granted Bargained, Sold, conveyed and Confirmed, and by these presents, do Grant Bargain, Sell, Convey and Confirm, unto the said Jesse Perkins party of the second part his Heirs and assigns forever:- All that certain tract of Land situate lying and being in the County of Madison aforesaid containing One hundred & fifty Nine acres & Sixty nine hundredths of an acre, be the same more or less being the South West quarter of Section number fifteen, in Township number Seven, of Range number two East of the "Choctaw Meridian line" in the Choctaw Land District- as ordered by the receipt of R. W. Dickens, Receiver at the Land Office at Mount Salus Miss dated Novemr 28th 1833 & Numbered thirteen thousand Six hundred & Seventytwo, and given to the said Joseph Dunbar and David Hunt who entered the said quarter Section jointly at the Land Office aforesaid to gether with all and singular the appurtenances and Elements, privileges and advantages whatsoever, unto the above described premises belonging or in anywise appertaining- And Also:- all the Estate Right- Title- Interest and property and Claim whatsoever, either at Law or in Equity of them the said party of the first part of, in and to the same To Have and to hold, the above Granted, Bargained and Described premises, with the appurtenances, unto the said Jesse Perkins his Heirs and Assigns forever, and the said party of the first part for themselves their Heirs Executors and Administrators Covenant Grant promise and agree to and with the said Jesse Perkins party of the second part, his Heirs and Assigns, that they the said, party of the first part and their heirs the above described and hereby granted premises, and every part thereof, with the appurtenances unto the said Jesse Perkins and his Heirs and assigns, against the said party of the first part and against all persons Lawfully or Equitably claiming or to claim said premises, or any part thereof by from or under them or any of them, shall and will warrant, and by these presents Forever Defend. In witness whereof the said party of the first part have hereunto set their hands and Seals the day and year above written

Jo Dunbar (Seal)
Maria Dunbar (Seal)
David Hunt (Seal)
Ann F. Hunt (Seal)

State of Mississippi
Jefferson County } Personally appeared before the undersigned Clerk of the Probate Court of said County the within named Joseph Dunbar & David Hunt who acknowledged that they signed Sealed and Delivered the within Deed on the day and year therein mentioned as their act and deed and also appeared Maria Dunbar & Ann F. Hunt wives of said Joseph & David who being first examined separate & apart from their said Husbands acknowledged that they signed Sealed & delivered the within Deed on the day & year therein written as their act and deed freely & voluntarily without any fear threats or Compulsion of their Husbands. Given under my hand and Seal of Office this 31st day of March 1839 (L S) C. T. Miles Clerk

Dunbar & Hunt
To
Deed
Robert Hill Carter

Received for Record June 13th & Recorded June 14 1839

This Indenture made the twenty sixth day of December in the year of our Lord One Thousand eight hundred and Thirty four Between Joseph Dunbar & Maria his wife and David Hunt & Ann his wife of Jefferson County & State of Mississippi of the one part, and Robert Hill Carter of Madison County & State aforesaid of the other party Witnesseth that the said parties of the first part for and in consideration of the sum of Two Thousand Dollars to them in hand paid, by the said Party of the second part at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged and the said party of the second part his Heirs, Executors and administrators, forever released and discharged therefrom by these presents, Have Granted Bargained Sold conveyed and confirmed; and by these presents do grant, bargain, sell, convey and confirm unto the said party of the second part his Heirs and assigns Forever all that certain tract or parcel of land Situate lying in the County of Madison & State aforesaid, being the East half of the North East quarter of Section Number twenty and the South west quarter & West half of the North west quarter of Section number twenty one in Township numbered Seven of Range number two East in the Choctaw District as evidenced by two Receipts given to the said Joseph Dunbar & David Hunt by Geo B Cameron Receiver of Public Monies at Mount Salus; of which is numbered 1249 & the other 1249 of Book dated the 24 day of July A D 1833; the whole containing three hundred and sixty five acres & forty four hundredths of an acre, be the same more or less, together with all and singular the appurtenances, hereditaments, privileges and advantages whatsoever, unto the above described premises, belonging, or in any wise appertaining. And also all the estate right title, interest and property, and claim whatsoever, either at Law or in Equity, of them the said Parties of the first part of, in and to the same. To Have and To hold, the above granted Bargained and described premises, with the appurtenances, unto the said Party of the second part his Heirs and assigns, forever. and the said parties of the first part for them heirs Executors and administrators, do covenant grant promise and agree, to and with the said Party of the second part this Heirs and Assigns, that they the said Parties of the first part and their Heirs the above described and hereby granted premises and every part thereof, with the appurtenances unto the said Party of the second part and his Heirs and assigns, against the said party of the first part their Heirs and assigns, lawfully rightfully claiming or to claim said premises, or any part thereof, by from or under any of them, shall and will Warrant and by these present forever defend.

In Witness whereof, the said Parties of the first part have hereunto set their hands and Seals the day and year above written.

Signed Sealed and delivered in the presence of
Wm H Williams.
John Baldwin

J. Dunbar (Seal)
Maria Dunbar (Seal)
David Hunt (Seal)
Ann J Hunt (Seal)

State of Mississippi
Madison County

Personally appeared before the undersigned a Judge of the Circuit Court of the State of Mississippi presiding in & for the first Judicial District of said State Joseph Dunbar & David Hunt the within named

who acknowledged that they signed sealed and delivered the within Deed on the day and year therein mentioned as their act and deed

Given under my hand and seal this 19th day of December 1834

Alex. Montgomery (Seal)

State of Mississippi }
Adams County } Personally appeared before me Alexander Montgomery presiding Judge of the first Judicial District of the said State Maria Dunbar wife of Joseph Dunbar and Ann F. Hunt wife of Dwin David Hunt who being by me examined separate & apart from their said husbands severally acknowledged that they each of them signed sealed and delivered the within Deed as their voluntary act and deed freely without any fear threats or compulsion of their said husbands

Given under my hand and seal this 19 Day of December 1834

Alex. Montgomery (Seal)

S. M. Flournoy Shff } Received for Record June 4th Recorded June 12 1839
To }
Deed }
James Adams et al } This Indenture made this the third day of June in the year of Eighteen hundred and thirty Nine, Between Samuel M. Flournoy Sheriff of Madison County and State of Mississippi of the first part and James Adams Marcus Shelby and George Mason of the County and State aforesaid of the second part Witnesseth that whereas judgment was rendered by the Circuit Court of the County of Madison aforesaid against John Shroeck in the following Cases (Viz) at the April Term 1838 of said Court at the suit of John B Moore for the sum of Sixteen hundred and twenty Dollars and thirty three cents together with the sum of thirty One Dollars and seventy five cents his cost by him about said suit in that behalf expended with interest at the rate of Eight per cent per annum from the Eleventh day of May Eighteen Hundred and thirty eight until paid, And whereas a writ of fieri facias issued from the office of the Clerk of the Circuit Court directed to the Sheriff of Madison County aforesaid, Commanding him that of the goods and chattles lands & tenements of the said John Shroeck he caused to be made the sums of Money mentioned in said Writ of fieri facias to render to said Plaintiff at the November Term 1839 of said Court And the said Sheriff in conformity of the command of said Writ proceeded on the Seventeenth day of April 1839 to levy the aforesaid Writ of fieri facias on the following described tract or parcel of land as the property of said defendant lying and being in the County of Madison aforesaid Whereon and designated as the North half & South West quarter of Section Number three also Section four also the East half of Section Number five, also North East quarter of Section Number Eight, and North half of Section Number Nine, and North West quarter of Section Number Ten, The whole in Township Eleven Range five East, containing by estimation Two thousand and Eighty Acres be the same more or less, and the said Sheriff proceeded to advertise the same forty days to the day of June 1839 in the Madison Whig Advocate a public Newspaper printed in the Town of Canton Miss the aforesaid land for sale at the Court House door in the Town of Canton, aforesaid, And the said Samuel M. Flournoy

Sheriff as afore also proceeded on the day of June 1839 to offer the same for Sale at the Court house door aforesaid to the highest bidder for Cash, and the said James Adams Marcus Shelby and George Thorp appeared and bid One dollars Thirty Seven cents per acre which was more than any other person would or did bid, Now therefore for and in consideration of the aforesaid Sum of one dollar & and Thirty Seven cents per acre to me in hand paid the receipt of which is hereby acknowledged, I Samuel M. Flournoy, Sheriff as aforesaid, by virtue of the authority vested in me as Sheriff do hereby bargain sell and convey to the aforesaid James Adams Marcus Shelby and George A Thorp all the right title interest and claim of the said John Shock in and to the afore tract or parcel of Land together with all and singular the appurtenances thereunto belonging or in any wise appertaining to have and to hold the same forever free from the said John Shock his heirs Executors and administrators

In Testimony whereof I have as Sheriff as aforesaid set my hand & affixed my Seal the day and year above written

Test

W Drane

Charles Hutchesons

(S. M. Flournoy Seal)

The State of Mississippi } Personally appeared before me John T Dean
Madison County } being an acting member of the Board of Police for the County aforesaid Samuel M Flournoy who acknowledged that he signed sealed and delivered the foregoing deed as his act and deed and for the purposes therein contained

Given under my hand & Seal this 28th June 1839

John T Dean (Seal) J.P.M.C.

Thos Hardeman and To Deed Mess. R.R. Co } Received for Record May 4th Recorded June 15 1839

} Know all Men By these Presents That I Thos Hardeman Sr. for and in consideration of the sum of One dollar to me in hand paid, the receipt whereof is hereby acknowledged, do hereby demise release and Quit Claim, to the Mississippi Rail Road Company, and their Successors forever the right of way for the passage of the Rail Road of said Company free from all hindrance or interruption over and through the West half of Section No 32 in Township No 8 in Range No 2 East to have and to hold the same to the use of the said Company during its legal existence, with all the rights and privileges incident thereto, according to the Charter of said Company upon conditions that if it should be necessary at any time the said Company will build a fence sufficient to keep my Stock from going on the said Rail Road, In Testimony whereof I have hereunto set our hands, and affixed our Seals, this first day of December AD 1838

In Presence of Thos Hardeman (Seal)

Thos J Catchings

State of Mississippi } Personally appeared before me John T Cameron
Madison County } Clerk of the Probate Court of said County Thomas J Catchings the Subscribing Witness to this forgoing Deed who being duly sworn Deposed and said that he saw Thomas Hardeman whose name is subscribed

thereto Rejoyced and delivered said deed on the day and year it bears date
that he the Deponent subscribed his name thereto as a witness in
presence of said Hardeman on the day and year therein mentioned

Given under my hand and Seal of Office
at Canton this 14th day of May A.D. 1839

Jno. J. Cameron Clerk

Sam'l Thornhill
To
Miss R.R. Comp'y

Received for Record May 21st & Recorded June 15th 1839

Know All Men By these presents
That I Samuel Thornhill of Canton in the County of Madison Miss
for and in consideration of the sum of One Dollar to me in hand paid,
the receipt whereof is hereby acknowledged, do hereby demise, release, and
quit claim, to the Mississippi Rail Road Company, and their suc-
cessors forever the right of way for the passage of the Rail Road of said
Company free from all hindrances interruptions over and through the east
edge, or side, of my fourteen acre lot in the Town of Canton, (said acre
lot being worth joining Mr Kemp's lot) And Further I do hereby
give in fee simple to the said R.R. Company two acres in the
[redacted] east corner of said Lot, for the use of a depot &c. provided
the company locate on the same, all of this gift & grant being sub-
ject to a deed of Trust executed by me to Rufus K. Floyd for the sum of
$3630. to have and to hold the same to the use of the said Company du-
ring its legal existence, with all the rights and privileges incident thereto
according to the Charter of said Company

In testimony whereof I have hereunto set our hand, and affixed our
Seals this 17 day of August AD 1838

Sam'l Thornhill (L.S.)

In Presence of
Enos Fletcher

State of Mississippi
Madison County

Personally appeared before the undersigned
a Justice of the Peace in and for said County
Samuel Thornhill and acknowledged that the above deed was signed
by himself, and was given for the purposes therein named

May 20 1839 M C Cayce JP

Jas Priestley
To
Miss R R Company

Received for Record May 21st & Recorded June 15th 1839

Know all Men By these Presents
That I James Priestley of Canton in the county of Madison & State
of Mississippi for and in consideration of the sum of One Dollar to me in
hand paid, the receipt whereof is hereby acknowledged, do hereby demise re
lease and quit claim, to the Mississippi Rail Road Company, and
their successors forever, the right of way for the passage of the Rail
Road of said Company, free from all hindrance or interruptions over
and through the east end = or side of my two acre lot in or near the
Town of Canton = (it being the lot east of R M Cox) provided the
Company use no more than is actually necessary for the Road to

feet = not exceeding thirty feet to have and to hold the same to the use of the said Company during its legal existence, with all the rights and privileges incident thereto, according to the charter of said Company,

In Testimony Whereof I have hereunto set our hands, and affixed our seals this 17th day of August A D 1838

In Presence of
W M Latimer

James Priestly (Seal)

State of Mississippi }
Madison County } Personally appeared before the undersigned, a Justice of the Peace in and for said County James Priestly and acknowledged that the above deed was signed by himself, and was given for the purposes therein named

This the 20th Day of May 1839

Ms. C. Cayce J.P.

J B Howcott
To
M & R. R. Company

Received for Record May 20th Recorded June 15 1839

Know all Men By these Presents That I John B Howcott of Canton in the County of Madison State of Mississippi for and in consideration of the sum of One Dollar to me in hand paid, the receipt whereof is hereby acknowledged, do hereby demise release, and quit claim, to the Mississippi Rail Road Company and their successors forever, the right of way for the passage of the Rail Road of said Company free from all incumbrance or interruptions over and through my land being a part of Section number nineteen of Township number nine of Range three East in the County of Madison immediate vicinity of Canton containing twelve and a half acres more or less excepting the enclosure on which my house stands — and also I give two acres in fee simple to the said Company provided they the said company will make there Depot on the said two acres, to have and to hold the same to the use of the said Company during its legal existence, with all the rights and privileges incident thereto, according to the charter of said Company

In Testimony Whereof I have hereunto set my hand and affixed my seal this the 7th day of August A D 1838

In Presence of
Enos Fletcher

J B Howcott (Seal)

State of Mississippi }
Madison County } Personally appeared before the undersigned a Justice of the Peace, in and for said County John B Howcott and acknowledged that the above deed was signed by him self, and was given for the purposes therein named

May this 18th 1839

Ms. C. Cayce J.P.

James B Russell } Received for Record May 14th Recorded June 15 1839
To }
Miss R R Co } Know all Men By these Presents
That I James B. Russell for and in consideration of the sum of One Dollar to me in hand paid, the receipt whereof is hereby acknowledged, do hereby demise, release and Quit Claim, to the Mississippi Rail Road Company, and their Successors forever, the right of way for the passage of the Rail Road of said Company, free from all hindrance or interruption over and through my lands in Section No 36 in Township 9 in Range No 2 East and my lands in Section 31 in Township 9 in Range No 3 East with the understanding that the said Rail Road shall be confined to the Township line between Ranges 2 and 3 East, to have and to hold the same to the use of the said Company during its legal existence, with all the rights and privileges incident thereto according to the Charter of said Company
In Testimony whereof I have hereunto set my hand and affixed our seals this third day of November A D 1838
In Presence of
Jno. J. Catchings
James B Russell (L S)

State of Mississippi } Personally appeared before me John J Cameron
Madison County } Clerk of the Probate Court of said County Thomas J Catchings the subscribing witness to the foregoing Deed who being first duly sworn Deposed and said that the said James B Russell whose name is subscribed thereto sign seal and deliver said deed on the day and year therein mentioned that he this Deponent subscribed his name thereto as a witness in presence of said Russell, on the day and year aforesaid
Given under my hand and seal of Office at Canton this 14th day of May A D 1839
John J Cameron Clk

David M. Fulton } Received for Record May 14 Recorded May
To }
Miss R R Company } Know all Men By these Presents
That David M Fulton for and in consideration of the sum of One Dollar to him in hand paid, the receipt whereof is hereby acknowledged, do hereby demise, release and Quit Claim, to the Mississippi Rail Road Company and their Successors forever, the right of way for the passage of the Rail Road of said Company free from all hindrance or interruption over and through said David M Fulton's Lot of land containing 45 acres lying near of and adjoining the town of Canton, from the East or west boundary of said land to the Livingston Road to have and to hold the same to the use of the said Company during its legal existence with all the rights and privileges incident thereto according to the Charter of said Company
In Testimony Whereof I have hereunto set my hand and affixed my seals this fourth day of May A D 1839
In Presence of
Chas J Beasley
E. P. Sebault
David M. Fulton (L S)

State of Mississippi } Personally appeared before me John T Cameron Clerk of the
Madison County } Probate Court of said County the above named David M Carter
who acknowledged that he signed sealed and delivered the forgoing Deed on the
day and year therein mentioned as his act and deed

Given under my hand and Seal of Official Station
this 14th Day of May A D 1839

John T Cameron Clk

Harrison Jordan
To
Deed
Miss Rail Road Co

Received for Record May 14th Recorded June 17 1839

Know all men By these Presents
That I Harrison Jordan for and in consideration of the Sum of One
Dollar to me in hand paid, the receipt whereof is hereby acknowledged, do
hereby demise, release and Quit Claim to the Mississippi Rail Road Company
and their Successors forever the right of way for the passage of the Rail Road
of said Company free from all hindrance or interruption over and through
the S½ of Section No 11 in Township No 8 in Range No 2 East, to have and
to hold the same to the use of the said Company during its legal existence
with all the rights and privileges incident thereto according to the Charter of said
Company In Testimony whereof I have hereunto set our hands and
affixed our seals this fourteen day of November A D 1838

In Presence of
Thos J Catchings

Harrison Jordan (Seal)

State of Mississippi } Personally appeared before me John T Cameron Clerk of
Madison County } the Probate Court of said County Thomas J Catchings the
subscribing to the forgoing deed who being duly sworn Deposed and said that he
saw Harrison Jordan whose name is subscribed thereto sign seal and deliver
said Deed on the day and year therein mentioned that he the deponent subscribed
his name thereto as a witness in presence of said Jordan on the day and year
aforesaid

Given under my hand and Seal of Official Station
this 14th day of May A D 1839

John T Cameron Clk

Galbreath & McLaurin
To
Deed
Mississippi Rail Road Company

Recd for Record May 15 Recorded June 17 1839

Know All Men By these Presents
That we Alexander Galbreath & John McLaurin for and in consideration
of the Sum of One Dollar to us in hand paid, the receipt whereof is hereby acknowl-
edged, do hereby demise, release and Quit Claim, to the Mississippi Rail
Road Company and their Successors forever the Right of way for the passage
of the Rail Road of said Company, free from all hindrance or interruption
over and through the North east quarter of Section No thirty two in Township
eight in Range two east in the County of Madison upon the conditions that should
the said McLaurin & Galbreath or either of them wish to enclose said tract of
land the said Miss Rail Road Company shall cause the road to be so con-
structed as to avoid the necessity of building lane fences to keep stock out-

of said enclosure so wished to be made to have and to hold the same to the use of the said Company during its legal existence, with all the rights & privileges incident thereto, according to the Charter of said Company

In testimony whereof we have hereunto set our hands and affixed our Seals this eighteenth day of May 1839 AD

In presence of
E J Tebault
Thos J Catchings

Alexander Galbreath (Seal)
John McLaurine (Seal)

State of Mississippi
Madison County

Personally appeared before me John T. Cameron Clerk of the Probat Court of said County Thos J Catchings one of the subscribing witnesses to the foregoing Deed who being duly sworn Deposed and said that he saw Alexander Galbreath and John McLaurine whose names are subscribed thereto sign seal and deliver said Deed on the day and year therein mentioned and that he this deponent together with E J Tebault the other subscribing witness subscribed their names as witnesses to said Deed in presence of said Galbreath & McLaurine and in presence of each other on the day and year aforesaid

Given under my hand and Seal of Office at Canton this 15th day of May AD 1839

John T Cameron Clerk

Bass & Taylor
To
B Deed
Miss Rail Road Co

Received for Record June 15th & Recorded June 17 1839

Know All Men By these Presents that we Isaac R Bass & Marcus Taylor of Madison County for and in consideration of the sum of One Dollar to us in hand paid, the receipt whereof is hereby acknowledged, do [illegible] grant, demise, release, and Quit Claim, to the Mississippi Rail Road Company, and their Successors forever, the right of way for the passage of the Rail Road of said Company, free from all hinderance or interruption over and through our Lands lying in Sections No 16 - 17 and No 8 in Township Seven Range two East in Madison County on the line surveyed by B. A. Alderson Esq on this day; Provided said line shall be changed from its present location, that the track of said Rail Road will be laid down down sixty yards from the Negro Cabins through which said line now passes Provided further that we reserve to ourselves the privilege of Grading said Road through our land at the lowest responsible bid to have and to hold the same to the use of the said Company during its legal existence, with all the rights and privileges incident thereto, according to the charter of said Company

In Testimony whereof we have hereunto set our hands and affixed our Seals, this Eleventh day of May AD 1839

In Presence of
Thos J Catchings
B A Alderson on the 11th of May 1839 - By I R Bass
By M W Taylor on the 12th of May 1839
in presence of Thos J. Catchings
Albert Apelsurch

I R Bass (Seal)
Marcus W. Taylor (Seal)

State of Mississippi } Personally appeared before me John T Cameron Clerk of the Probate
Madison County } Court of said County Thomas J Catchings one of the subscribing witnesses to the forgoing Deed who being duly sworn deposed and said that he saw W R Bass whose name is subscribed thereto sign seal and deliver said deed on the day it bears date that he this deponent and B A Alderson the other subscribing witness signed the same as such in presence of said Bass and in presence of each other on the day and year aforesaid, and deposes and says further that he saw Mark M Taylor also sign seal and deliver said Deed on the 12th May 1839, that he this deponent together with Albert Richards the other subscribing witness signed the same as such in presence of said Taylor and in presence of each other on the day and year last aforesaid

Given under my hand and seal of office at Canton this 15th day of June AD 1839

John T Cameron Clerk

Gideon Bass
To
Miss Rail Road Co

Received for Record June 15 & Recorded June 17 1839

Know all Men By these Presents

That I Gideon Bass of Madison County Mississippi for and in consideration of the sum of one Dollar to me in hand paid, the receipt whereof is hereby acknowledged, do hereby demise, release, and quit claim, to the Mississippi Rail Road Company and their successors forever the right of way for the passage of the Rail Road of said Company free from all hindrances or molestations over and through my land lying in Sections No 8 in Township No Seven in Range No two East, Provided said road shall follow near a branch leading from a shed in Isaac R Bass's plantation North West of said Bass house and in sight of his garden, until said branch crosses my Northern boundary Provided further that I reserve to myself the privilege of grazing said road throughout my land at the lowest reasonable bid, to have and to hold the same to the use of the said Company during its legal existence, with all the rights and privileges incident thereto, according to the Charter of said Company

In testimony Whereof I have hereunto set my hand and affixed my seal this Twelfth day of June AD 1839

In Presence of
Lee Perkins
Thos J Catchings

Gideon Bass (SEAL)

State of Mississippi } Personally appeared before me John T Cameron Clerk
Madison County } of the Probate Court of said County Thomas J Catchings one of the subscribing witnesses to the forgoing Deed who being duly sworn deposed and said that he saw Gideon Bass whose name is subscribed thereto sign seal and deliver said Deed on the day and year therein mentioned that he this deponent together with Lee Perkins the other subscribing witness subscribed their names to said Deed as witnesses in presence of said Bass and in presence of each other on the day and year above mentioned

Given under my hand and seal of office at Canton this 15th day of June AD 1839

John T Cameron Clerk

Bede Johnson & Wife
To
Deed
Leroy Springs

Received for Record June 7th & Recorded June 17 1839

State of Mississippi
Madison County } Know all men by these Presents that I Bede Johnson of the State & County aforesaid for & in consideration of the Sum of Four thousand Dollars to me in hand paid before the execution of this Deed by Leroy Springs of Charlotte North Carolina the receipt whereof is hereby acknowledged, have this day bargained Sold & conveyed in fee Simple & by these Presents I do bargain Sell & convey in fee Simple to the Said Leroy Springs his heirs & legal representatives forever the following described tracts or parcels of Land (Viz) E½ NW¼ & E½ SW¼ & W½ SE¼ of Section No 5 - Township No 11 of Range No 4 E, Also the N½ NW¼ & W½ SW¼ & W½ SW¼ of Section No 5 Township No 11 of Range No 4 E lying being & situate in Madison County aforesaid To have and To hold the Same together unto all the rights tenements hereditaments & appurtenances thereunto belonging to him the Said Leroy Springs his heirs & legal Representatives in fee Simple forever. And I do hereby bind myself my heirs & legal representatives to forever warrant & defend the title to the Same to the Said Leroy Springs his Heirs & legal representatives against all persons whomsoever — In testimony whereof I have hereunto Set my hand & Seal this 4th day of June A D 1839

Signed Sealed & delivered in Presence of } Bede Johnson (Seal)

State of Mississippi
Madison County } Know all men by these presents that I Cynthia Johnson wife of Bede Johnson maker of the foregoing Deed for & in consideration of the premises Expressed in said Deed do hereby release convey & give quit Claim forever to all my right & title to Dower in the lands conveyed in said Deed to Leroy Springs by my husband Bede Johnson. In Testimony whereof I have hereunto Set my hand & Seal this 4th day of June 1839

Cynthia Johnson (Seal)

State of Mississippi
Madison County } Personally appeared before me James McBetter an acting Justice of the Peace in & for said County Bede Johnson who acknowledged that he Signed Sealed & delivered the forgoing Deed to Leroy Springs at the time therein specified for the purposes therein contained

Personally appeared also before me Cynthia Johnson wife of the said Bede Johnson who being Examined Separate & apart from her husband declared, acknowledged that she Signed Sealed and delivered the forgoing relinquishment of Dower without fear threats or compulsion from her husband or any one else as her own free & voluntary act & deed

Given under my hand and Seal this 4th day of June A D 1839

James McBetter J P (Seal)

Chas J Searles
To
M Vanderhurst

Received for Record June 6th & Recorded June 17. 1839

Power of Attorney

Know all men by these presents that I Charles J Searles of the county of Madison State of Mississippi, do hereby constitute and appoint Michael Vanderhurst, of the same County and State my true and lawful Agent and Attorney:- and I do hereby fully empower him to sign any and all promissory Notes, or Bills of Exchange (that may be necessary) for me, and in my name in the course of the business of the late firm of Schoerberg & Co, Searles & Vanderhurst, or my own private business, or that of the estate of J Schoerberg and he is fully authorized to use my name, and sign it any manner, that it would or may be required in the course of the business in which I have been engaged He is also fully authorized to sign any Checks, in my name on any of the Banks of this State that may be necessary. Any act that may be done by said M Vanderhurst in my name, will be binding on me,

In testimony whereof I have hereunto set my hand and seal this Sixth day of June in the year of our Lord 1839

Chas J Searles (Seal)

In presence of-
John A Van Eaton
Jesse Lewis

State of Mississippi
Madison County } Personally appeared before me John T Cameron Clerk of the Probate Court of said County the within named Charles J Searles who acknowledged that he signed sealed and delivered the foregoing Power or Letter of Attorney on the day and year therein mentioned as his act and Deed for the purposes therein specified

Given under my hand and seal of Office at Canton this 6th Day of June A D 1839

John T Cameron Clerk

Henderson & Prestly
To
Alsworth & Grafton

Received for Record June 7th & Recorded June 17th 1839

Deed

This Indenture made and entered into this twenty days of May in the year of our Lord one thousand eight hundred and thirty nine between Lawson T. Henderson and Ann Henderson his wife and James Prestley & Susan M his wife of the county of Madison and State of Mississippi of the one part and John Alsworth and Thomas Grafton elders of the old School Presbyterian Church at Canton Mississippi of the other part Witnesseth that the said Lawson T Henderson & Ann his wife and James Prestley & Susan M his wife for and in consideration of the sum of One hundred and Sixteen Dollars to them in hand paid by the said Alsworth & Grafton, the receipt whereof is hereby acknowledged, have granted, bargained, sold aliened and confirmed and by these presents do grant, bargain, sell, alien, and confirm unto the said Alsworth & Grafton, Elders as aforesaid and to their successors for the use and benefit of the Presbyterian Church aforesaid forever a lot of land situate, lying being in the Town of Canton in the County of Madison and State of Mississippi known and designated in the plat of said town as lot No 3 in Square No 10 it being the lot of land on which the Presbyterian Church is erected which house is to be built - under the express understanding that it is to be occupied by

the Presbyterians the first and third Sundays in each and every month and the balance of the time to be devoted among st other Christian denominations, To have and to hold the said lot of land with all and singular the appurtenances thereunto belonging or in any wise appertaining unto the said Aldworth & Grafton Elders as aforesaid, and their successors for the use aforesaid, and the said Henderson and his wife and Priestley & his wife do for themselves their heirs &c covenant and agree to and unto the said Aldworth & Grafton as Elders as aforesaid and their successors to warrant and forever defend the title to the aforesaid lot of land from themselves, their heirs &c and from the claim or claims of all and every other person or persons whatsoever unto the said Aldworth & Grafton Elders as aforesaid and their successors for the use aforesaid forever. In Testimony whereof the said Lawson F. Henderson and Ann C. Henderson his wife and James Priestly and Susan M. Priestly his wife do hereunto set their hands and seals, the day and year first above written

Lawson F. Henderson (Seal)
Ann C. Henderson (Seal)
James Priestley (Seal)
Susan M. Priestly (Seal)

State of Mississippi }
Madison County } Personally appeared before me John T. Cameron Clerk of the Probate Court of said County the above named Lawson F. Henderson and Ann C. Henderson his wife James Priestly & Susan M. Priestly his wife who severally acknowledged that they signed sealed and delivered the foregoing Deed on the day and year therein mentioned as their act and Deed. And the said Ann C. his wife of said Lawson F. Henderson and Susan M. wife of said James Priestly, on a private examination separate and apart from their said husbands acknowledged that they signed sealed and delivered said Deed as their voluntary act and deed freely without any fear threats or compulsion of their said husbands

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

John T. Cameron Clerk

W. R. Hill
To
Mortgage
W. W. Wadlington

Received for Record June 5th & Recorded June 17 1839.

The State of Mississippi }
Madison County } Whereas on the 25th day of May 1835 a sealed contract of bargain & sale of a tract of land of W. W. Wadlington was made, between said Wadlington & W. R. Hill whereby it was acknowledged that said Wadlington had received Five thousand dollars in part payment of the purchase Money and upon the payment of the balance being the sum of Five thousand five hundred dollars the said Wadlington agreed & covenanted to execute to said Hill a good & sufficient title to the land then agreed to be conveyed; and Whereas it is alleged on the part of the said Hill that he has fully complied with the contract on his part by tendering and offering to pay to the said Wadlington the said last sum of Money

in the time stipulated, and is therefore entitled to the executions of the said titles, which however is denied & controverted on the part of said Washington and an action has been brought & is now pending by said Washington against said Hill for and on account of alleged breaches of the covenants of said sevitten contract but nevertheless the said Warren W Washington on his part being willing to execute the titles and having so done the said W R Hill on his part in consideration thereof is willing to secure to the said Washington a lien on the said land for the balance of the purchase Money if adjudged to be due to said Washington & recovered against said Hill in the said actions, or if the same or any part shall hereafter at any time by agreement between the parties be stipulated to be paid, provided that nothing herein done or agreed to be done shall in any way or on any account prejudice or affect in any way the rights of the parties or either of them or any legal advantage either of them may have or be entitled to in the actions now pending as aforesaid. and provided also that nothing herein contained or hereby done shall deprive either of the said parties of any right or remedy legal or equitable which they may have in relation to the subject matter of controversy or the quantity of land or the title thereto or of any incumbrance existing thereon Now know all men by these Presents that W R Hill of the the County & State aforesaid for the the consideration aforesaid & with the conditions & qualifications herein expressed & also in consideration of one Dollar to me paid by the said Warren W Washington now of Carroll County & State aforesaid for the purpose of securing the payment of whatever sum of Money may be adjudged to him or recovered against me for and on account of the purchase Money aforesaid in the said actions at law or may hereafter be agreed to be paid if the said action be settled & withdrawn Have granted bargained sold & conveyed and by these presents do grant bargain sell convey & release to the said W W Washington his heirs & assigns all that tract of land conveyed by him to me and described in the deed of conveyance thereof. from said Washington to me To have and to hold to the said W. W. Washington his heirs & assigns forever. Provided Nevertheless that that if the said W R Hill shall in judgment being had against him for the said balance of the purchase Money well & truly pay the same at the Circuit Court of said County at which judgment on the forthcoming bond on account of an executions in said judgment would be rendered, or if said Hill shall well and truly pay the said balance of the purchase money at the time which may hereafter be agreed on if the said action be withdrawn then these presents to be void & of none effect otherwise to remain in full force

In testimony whereof the said W R Hill has hereto set his hand & seal this 15th day of April A D 1839

W. R. Hill (Seal)

State of Missisippi }
Marion County } Personally appeared before me John T Cameron Clerk of the Probate Court of said County the above named W R Hill who acknowledges that he signed sealed and delivered the foregoing instrument on the day and year therein mentioned as his act and deed

Given under my hand and seal of Office at Columbia this 5th day of June A D 1839

John T. Cameron Clerk

Book F. p. 321

A W Harris
To
Deed
John T Deaning

Received for Record June 6th Recorded June 15 1839

Know all men by these presents that I Alois W Harris of the county of Madison & State of Mississippi in consideration of the sum of three thousand Dollars to me in hand paid by John T Deaning of the county of Madison & State of Mississippi the receipt whereof I do hereby acknowledge do by these presents give grant bargain sell & convey unto the said John T Deaning his heirs and assigns the undivided half of a certain parcel or tract of land situate lying and being in the county of Madison & State of Mississippi (the undivided half of which I conveyed to said Deaning on the twenty day of August Eighteen hundred & thirty eight) the remaining half now described making the whole of said land) and do therefore give grant, bargain, sell and convey, unto the said John T Deaning for the consideration above named the whole of a certain tract of land lying and being as aforesaid and known and described as the South half of the East half of South East quarter of Section five Township ten Range three East containing thirty eight acres more or less also fifty two acres of the South end of the west half of the South East quarter of Section No five Township ten Range three east also twenty five acres of the South west quarter of Section No five Township ten range three east lying being situate South of Doakes Creek also ten acres described as follows to commence at the North east Corner of the west half of the North East quarter of Section No Eight Township ten Range three east to run from thence due South Seventy yards and from thence due west to a certain imaginary boundary and from thence due North to the Section line, and from thence due east to the place of beginning so as to include the ten acres of land also the West half of the North East quarter of Section No Eight Township No Ten and range three east, Together with all the privileges and appurtenances to the said land in any wise appertaining and belonging, To have and to hold the above granted premises to the said John T Deaning his heirs and assigns to his and their use and behoof forever And I the said Alois W Harris for myself my heirs executors and administrators do covenant with the said John T Deaning his heirs and assigns that I am lawfully seized in fee of the aforegranted premises that they are free from all incumbrances, that I have good right to sell & convey the same to the said John T Deaning as aforesaid, and that I will and my heirs executors and administrators shall warrant and defend the same to the said John T Deaning his heirs and assigns forever against the lawful demands of all persons In testimony whereof I the said Alois W Harris have hereunto set my hand and seal this the sixth day of June in the year of our Lord Eighteen Hundred & thirty Nine

A W Harris (Seal)

State of Mississippi
Madison County } Personally appeared before me John T Cameron Clerk of the Probate Court of said County the above named Alois W Harris who acknowledged that he signed sealed and delivered the foregoing Deed on the day and year therein mentioned as his act and deed for the purpose therein specified

Given under my hand and seal of office at Canton this 6th day of June AD 1839

John T Cameron Clerk

John T. Dearing & Wife
To
Deed
Stone & Pinkston

Received for Record June 5 & Recorded June 18 1839

Know all men by these presents that I John T. Dearing of the county of Madison & State of Mississippi for and in consideration of the sum of Three thousand Dollars to me in hand paid by William A. Stone and Felix G. Pinkston of the county of Madison & State of Mississippi the receipt whereof I do hereby acknowledge do by these presents give grant bargain sell and convey unto the said William A. Stone & Felix G. Pinkston their heirs and assigns, the undivided half of a certain tract or parcel of land situate in the county of Madison & State of Mississippi, known and described as follows, The South half of the East of the South east quarter of Section Number five Township ten range three east also twenty five acres of the South west quarter of Section Number five Township ten range three east lying being and situate South of Boats Creek also ten acres described as follows to commence at the North east corner of west half of North east quarter of Section Number eight township ten range three east to run from thence due South seventy yards and from thence due west ten certain imaginary distance and from thence due North to the Section line and from thence due east to the place of beginning so as to include the ten acres of land; also the west half of the North east quarter of Section Number eight township number ten range three east, together with all the privileges and appurtenances to the said land in anywise appertaining belonging To have and To hold the above granted premises to the said William A. Stone and Felix G. Pinkston their heirs and assigns forever, and I the said John T. Dearing for myself my heirs executors and administrators do covenant to the said William A. Stone & Felix G. Pinkston their heirs and assigns that lawfully seized in fee of the aforegranted premises, that they are free from all incumbrances, that I have good right to sell and convey the same to the said William A. Stone & Felix G. Pinkston as aforesaid and that I said and my heirs exors and administrators shall warrant & defend the same to the said William A. Stone & Felix G. Pinkston their heirs and assigns forever against the lawful demands of all persons, And Emma T. Dearing the wife the said John T. Dearing for the consideration of the sum of ten dollars to her in hand paid paid hereby released and relinquished to the said William A. Stone and Felix G. Pinkston all her right title interest and dower in and to the half of the above described land. In testimony whereof I the said John T. Dearing and Emma my wife have hereunto set our hands and affixed our seals this the seventh day of June in the year of our Lord Eighteen hundred and thirty Nine

Jno. T. Dearing (Seal)
E. T. Dearing (Seal)

State of Mississippi
Madison County } Personally appeared before me John T. Cameron Clerk of the Probate Court of said County John T. Dearing and Emma T. Dearing 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 the said Emma T. wife of said John T. Dearing on a private examination separate and apart from her husband acknowledged that she signed sealed and delivered said Deed on the day and year therein mentioned voluntary act and deed freely without any fear threats or compulsions of her said husband. Given my hand and seal of office at Canton this 5th day of June AD 1839

John T. Cameron Clk

Chas H Campbell to Miles H Campbell — Deed

Received for Record June 11th & Recorded June 18 1839

The State of Mississippi, Madison County } This Deed made this tenth day of June in the year of our Lord, one thousand eight hundred and thirty nine Between Charles H Campbell of the one part and Miles H Campbell of the other part, all of the county aforesaid, Witnesseth that the said Chas H Campbell for and in consideration of the sum Three thousand, five hundred and Seventy Seven 50/100 dollars to him in hand paid by the said Miles H Campbell at and before the signing and delivery of these presents, the receipt and payment to hereby acknowledge, have granted, sold and conveyed and by these presents do grant bargain, and sell and convey unto the said Miles H Campbell and his heirs and assigns forever all the following piece parcel and Tract of Land, Known as the west half of the North west fourth Section No thirty one, Township No twelve, Range No four East, Also the East half of the North west fourth of Section No thirty six, Township No twelve Range No three East also the North half of the west half of the North East quarter fourth of Section No thirty one Township No twelve Range four East, Also the East half of the North East fourth and the East half of the South East fourth of Section No thirty six of Township twelve Range No three East, Also the East half of North West quarter of Section No thirty one of Township twelve Range No four East, containing in all Five hundred and Eight 40/100 Acres

To gether with all and singular the appurtenances thereunto belonging or in any wise appertaining and also the estate right title interest property claim and demand whatsoever of him the said Charles H Campbell in Law or Equity or otherwise howsoever of in to or out of the same To Have and to hold the said Land and premises hereby granted the appurtenances unto the said Miles H Campbell his heirs and assigns forever in fee simple to the only proper use and behoof of the said Miles H Campbell his heirs and assigns forever and the said Charles H Campbell for himself his heirs and Executors and administrators does covenant promise grant and agree to and with the said Miles H Campbell his heirs and assigns by these presents that he the said Charles H Campbell and his heirs the said above mentioned and described Lands and premises hereby granted with the appurtenances unto the said Miles H Campbell his heirs and assigns against him the said Charles H Campbell and his heirs and all and every person persons whomsoever lawfully claiming or to claim the same shall and will warrant and forever defend by these presents. In testimony whereof the said Charles H Campbell has hereunto set his hand and affixed his seal the day and date first above mentioned

Charles H. Campbell (Seal)

The State of Mississippi } Madison County } Personally appeared before me the undersigned Justice of the Peace in and for said County the above named Charles H Campbell who acknowledged that he signed sealed and delivered the foregoing Deed on the day and year therein mentioned as his proper act and deed. Given under my hand and seal this tenth day of June AD 1839

R B W Fleming J P (Seal)

David M Porter & Wife To Deed Robert Shotwell

Received for Record June 10th & Recorded June 18 1839

This indenture made the 8th Day of June in the year of Our Lord one thousand Eight hundred and thirty Nine between David M Porter and Eliza A C Porter his wife of the one part and Robert Shotwell of the other part, Witnesseth that the said David M Porter and Eliza A C his wife for and in consideration of fifty thousand Dollars to them in hand paid by the said Robert Shotwell, at or before the sealing and delivery of these Presents, the receipt whereof is hereby acknowledged, and the said Robert Shotwell his Heirs, Executors and Administrators, forever released and discharged therefrom by these presents, have granted, bargained, sold, and confirmed, and by these presents do grant, Bargain Sell, convey, and confirm, unto the said Robert Shotwell, his heirs and assigns forever All and Singular the following described Tract of land, Known and Designated as the (North half of Section Twelve) & 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 of Range three East) and also the North half of the North West quarter of Section Twelve and the South west quarter of Sections 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 Sections Two of Township Ten in range three East, And also the (East half of the South east quarter of Section three in Township Ten of Range three East) containing in all about fourteen hundred acres more or less together with all and Singular the appurtenances, hereditaments, privileges and appurtenances whatsoever, unto the above described premises, belonging or in any wise pertaining, And also all the Estate, right title interest, and property, and claim whatsoever either at Law or in Equity of them the said David M Porter and Eliza A, C his wife, of in and to the same, To have and to hold the above granted, Bargained and described premises, unto the appurtenances unto the said Robert Shotwell, his Heirs and assigns forever and the said David M Porter and Eliza, A, C, his wife for their Heirs Executors and Administrators doth covenant grant promise and agree, to and with the said Robert Shotwell his heirs and assigns, that they the said David M Porter and Eliza A C his wife and Heirs, the above described and hereby granted premises, and every part thereof, with the appurtenances unto the said Robert Shotwell and his Heirs and assigns, against the said David M Porter and Eliza A. C his wife and against all persons lawfully or Equitably claiming or to claim said premises or any part thereof, shall and will warrant, and by these presents forever defend, Also in part of the same consideration we have sold to the said Shotwell the following described Negroes (to wit) Tom aged about Twenty three years, Sally aged about thirty years, Charles about twenty five years, Tony about Twenty Nine years, Harry about Thirty, Peter about Twenty, about Twenty Nine Lee about Twenty five, about Nineteen, George about Twenty five, Anna about Eighteen their child Celest. Mary about Nineteen and her child Manila about Twenty five, Rose about thirty Caty about Twenty Five their child Flora Polly about Eighteen, and her child Ema, Sally about thirty their child Ellen Martha about Sixteen and her child Priscilla, Betty about Eleven years Lip about Ten years of age, George about five years old, Willis about five years

Big Charles about thirty three years old Eliza about Twenty three Lucent, Overton about Nineteen years old, Jane about Eighteen years old and her child Jim about four years of age, which said Negroes we warrant sound both in body and mind and slaves for life, and release unto the said Pickwell all our right-title, claim and interest in and to the same, Also, all the Stock, horses, Mules, hogs, Corn Provisions Waggons and farming utensils and tools now on and belonging to the aforesaid premises

In Witness whereof the said David M Porter and Eliza A C his wife have hereunto set their hands, and seals this 8th day of June 1839

D. M. Porter (Seal)
E. A. C. Porter (Seal)

State of Mississippi
Madison County } Personally appeared before me Eli Nichols a member of the Board of County Police of said County, the within named David M Porter, who acknowledged that he signed sealed and delivered, the foregoing deed on the day and year therein written as his act and Deed

Given under my hand and seal this 8th Day of June AD 1839

Eli Nichols Member B.P.M.C

State of Mississippi
Madison County } Personally appeared before me Eli Nichols a member of the Board of County Police of said County Eliza A C. Porter wife of David M Porter, who on an examination private and apart from her said husband acknowledged that she signed sealed and delivered the foregoing indenture on the day and year therein written as her voluntary act and deed freely & voluntarily without any fear or threats of her said husband & for the purpose therein expressed

Given under my hand and seal this 8th day of June AD 1839

Eli Nichols Member B.P.M.C

Leroy Moore & others } Received for Record June 15th Recorded June 18th 1839
To } Deed
Geo F Rogers

This Indenture made and Entered into this the fourteenth day of June Eighteen hundred and thirty Nine between Joseph Moore and Cassandra his wife Leroy Moore and Laura his wife Thomas F Ellison and Mary his wife William Moore and Elizabeth Thompson party of the first part and Geo F Rogers party of the second part all of the county of Madison State of Mississippi, Witnesseth that the said Party of the First Part for and in consideration of the Sum of Five hundred dollars the Receipt whereof is hereby acknowledged have this day bargained Sold, Granted, conveyed and confirmed unto the party of the Second Part His Heirs and assigns the following Lots or parcels of Land described as follows, In Square number One, Lots number Two & Four in the Town of Warsaw or Moores Bluff on Big Black River containing each 42 feet fronts running back in the direction of to Big Black River 100 feet to an alley or street on the River which may be found described more particularly in the plan of said Town together with all and singular the appurtenances Estate right-title and interest property & Claim of them

the said party of the first part of in and to the same, to have and to hold the said lots or parcels of Land hereby conveyed unto the said Party of the second part his heirs and assigns forever, And the said Party of the first part for themselves their Heirs Executors and Administrators do covenant promise and agree to and with the said party of the second part His Heirs and assigns forever by these presents, that the premises before mentioned now are and shall forever hereafter remain free from all former and other Rights Grants, bargains Sales changes and what soever done or suffered to be done by the said Party of the first part and the said Party of the first part their Heirs, Executors and Administrators all and singular the premises hereby granted bargained and sold unto the said Party of the second part His Heirs and assigns forever against the said party of the first part and all and every other person or persons whatever doth and will warrant and forever defend, In testimony whereof the said Party of the first part hath hereunto set their Hands to affix their seals, day & date before written

Signed Sealed & Delivered
in Presence of
Dan'l Sutherland

Joseph Moore (Seal)
Cassandra Moore (Seal)
Levy Moore (Seal)
Laura her + mark Moore (Seal)
Thomas P Ellison (Seal)
Mary Ellison (Seal)
William Moore (Seal)
Elizabeth her + mark Thompson (Seal)

State of Mississippi
Madison County } Personally appeared before me the undersigned Justice of the Peace Joseph Moore & Cassandra his wife Levy Moore & Laura his wife Thomas P Ellison & Mary his wife & Elizabeth Thompson and William Moore who severally acknowledged that they signed sealed and delivered the foregoing instrument of writing as their act and deed for the purposes therein mentioned, And at the same time Cassandra wife of Joseph Moore & Laura wife of Levy Moore and Mary wife of Thomas P Ellison who being examined separate & apart from their said Husbands acknowledged that they signed sealed & delivered the foregoing instrument as their act and deed freely and voluntarily relinquishing their Rights of Dower in the said Lots or Lands described in the foregoing instrument without any fear threats or compulsion of their said Husbands

Given under my hand & Seal this 14th day of June 1839
Dan'l Sutherland J.P. (Seal)

No. Dunbar Exr
To
E Deed
Gartley & Balfour

Received for Record June 15th & Recorded June 19 1839

This Indenture, made this Fifth day of December 1838 between Joseph Dunbar as acting Executor of the last will and Testament of David Hollins, deceased, of the one part, and Wm Gartley & William L Balfour of the county of Marion & State of Mississippi of the other part Witnesseth, That, the said Dunbar, as Executor as aforesaid, by virtue of the Power in him vested by said will, for and in consideration of the sum of

Nine Thousand, two hundred and one Dollars & forty two Cents paid and secured to be paid to him, hath given, granted, bargained, and sold, and by these presents, doth give, grant, bargain and sell unto the said William Gartley & William L Balfour their Heirs &c all and singular the following described tract of Land, lying & being in the County of Marion and in the District of the Land Office, located at Mount Salus: to Wit The South East quarter and the East half of the South West quarter of Section No thirteen The North East quarter of Section No twenty two, and the North half of Section No twenty three in Township No Nine of Range No one West of the Basis Meridian of the Choctaw District containing in all Seven hundred & twenty one & 4/100 Acres, be the same more or less, to have and to hold the lands aforesaid, together with their appurtenances, unto the said William Gartley & William L Balfour and their heirs forever; and the said Joseph Dunbar, as executor as afore said, covenants and agrees to warrant, and forever defend the title of said Lands, to said William Gartley & William L Balfour against the claims of the heirs and representatives of the said David Holmes, deceased and, against the claim or claims of all persons claiming through or under them; and the said Joseph Dunbar, as executor as aforesaid so far as he is authorized and empowered by the provisions of said Will, does hereby binds the heirs and representatives of the said David Holmes, deceased, to warrant and forever defend the title of said Lands against all other claims whatsoever

In Testimony Whereof the said Joseph Dunbar, as executor as aforesaid, doth hereunto set his hand and affix his Seal, the day & year aforesaid

Signed Sealed & delivered in presence of

Jabez W. Banfield
Fred. G. Smith

Jo. Dunbar (Seal)

The State of Mississippi } Personally appeared before me Henry
Marion County } A Foster an acting Justice of the Peace in and for said City Frederick G Smith one of the subscribing witnesses to the written deed who being duly sworn deposeth and saith that he saw the within named Joseph Dunbar sign seal and deliver the written Deed of conveyance to the said William L Balfour and William Gartley and that Jabez W Banfield signed his name as one of the witnesses at the same time

Given under my hand and Seal this 27th day of February in the year AD 1839

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

J Caldwell To Deed Mary Caldwell

Received for Record June 27th & recorded June 19th 1839

Know all men by these presents that I Jno Caldwell of the county & state aforesaid have this day for and in consideration of the sum of One thousand dollars to me in hand paid the receipt whereof is hereby acknowledged I have Bargained —

Sold and delivered by these presents do grant Bargain Sell and deliver unto Mary Caldwell of the County and State aforesaid the following piece of Land lying and being in the County and State aforesaid and known as the East half of East half of North East quarter quarter of Section thirty Six in Town Ship Eight Range two East containing thirty Eight $\frac{44}{100}$ acres to have and to hold unto the said Mary Caldwell her heirs and assigns forever as an Estate in fee Simple and I the said Jno Caldwell for my heirs Executors and Administrators do covenant warrant and forever defend the Estate hereby conveyed to the said Mary Caldwell her heirs and assigns against the claims or claims of all persons.

Given under my hand and Seal this the 18th day of June 1839

Jno Caldwell (Seal)

State of Mississippi }
Madison County } Personally appeared before me the undersigned an acting Justice of the Peace in & for said county Jno Caldwell who acknowledges that he signed sealed and delivered the above deed as his act and deed on the day and year therein mentioned for the purposes therein specified. Given under my hands and Seal this 8th day of June 1839

T. Dalmore J.P. (Seal)

Madison T. Moore }
To } Title Bond
Robert Shotwell }

Received for Record June 17th 1839 Recorded June 19 1839

Know all men by these presents that I Madison T. Moore of the above named State & County have this day bargained sold and delivered to Robert Shotwell of the County of Lowndes & State aforesaid the tract of land on which I now live known and described more particularly as the North East quarter of Section thirty four and the South East quarter of Section twenty seven all in Township No Ten of Range No four East of the district of Lands subject to entry at the land Office at Mount Salus in Mississippi said two quarter Sections of land containing three hundred & twenty acres, — Also the said Madison T. Moore has sold to the said Shotwell the following Negroes which are also delivered with the land (Viz) Spencer forty years old Sally aged twenty three Lydia forty Mary twelve Jimy nine Sam twelve Simon nine Andy thirty five Ben twenty four Tolson Nineteen And Frederick aged two years all of which Negroes I warrant to be sound and healthy & slaves for life except the first named man Spencer who may not be healthy. The consideration which the said Shotwell has paid the said Moore for the above property is twenty thousand dollars for which the said Shotwell has executed his two several obligations to the said Moore of this date & due on the first days of February 1840 & 1841 for Ten thousand dollars each which obligations are made payable in Notes as therein expressed — Now on full payment of the above named obligations to the said Moore by said Shotwell then the said Moore is to make or cause to be made a good & sufficient deed in fee simple to the above described land & Negroes which deed in fee simple the said Moore binds himself his heirs to make under the penalty of Forty thousand dollars, there is also sold for the part of the same consideration above named five Mules one large Waggon Stock of hogs & Cattle of every

description together with the Corn growing on hand together with every thing on said premises except a list of property the said Stokes has given said Moore which he the said Moore is to be permitted to remove at any time hereafter

In testimony of the foregoing bond I have hereunto set my hand and seal this 15th day of June 1839

Signed sealed and
Delivered in the Presence of
J D Carr

M. T. Moore (Seal)

State of Mississippi
Madison County } Personally appeared before me John T Cameron Clerk of the Probate Court of said County the above named M T Moore who acknowledged that he signed sealed and delivered the foregoing Bond for title on the day and year and for the purposes therein specified

Given under my hand & Seal of Office at Canton this 17th Day of June AD 1839

John T. Cameron Clerk

Joseph W Comfort
To
Deed
Jesse Brown } Received for Record June 17th Recorded June 19 1839

Know all men by these presents that I Joseph W Comfort of the county & State aforesaid for and in consideration of the sum of One thousand dollars to me in hand paid by Jesse Brown of the County & State aforesaid the receipt whereof I hereby acknowledge do by these presents give grant bargain, sell, and convey and deliver and by these presents have given bargained sold conveyed and confirmed unto the said Jesse Brown his heirs executors administrators and assigns a certain lot or parcel of ground lying and being in the town of Canton and South of the original boundary of said town and known and designated in the plat of town lots laid off and sold by John Briscoe as lot number five and square number two fronting on Union Street 100 feet and running back with academy Street two hundred feet together with all and singular the privileges and appurtenances to the said lot or parcel of ground in any wise appertaining or belonging to have and to hold the above granted premises to him the said Jesse Brown his heirs and assigns to his and their use and behoof forever and I the said Joseph W Comfort for myself my heirs Executors and administrators do covenant to and with the said Jesse Brown his heirs and assigns that I am lawfully seized in fee simple of the aforegranted premises that they are free from all incumbrances whatever that I have good right to sell and convey the same to the said Brown that I will and hereby bind my heirs and assigns forever to defend the title of the same to the said Jesse Brown his heirs and assigns against the demands of all persons whatever And I Nancy H Comfort wife of the aforesaid Joseph W Comfort in consideration of one Dollar to me in hand paid by the said Jesse Brown the receipt whereof is hereby acknowledged do hereby release to the said Jesse Brown his heirs and assigns all my right title claim and interest

of Dower to the aforesaid premises

In testimony whereof I the said Joseph W Comfort and Nancy A Comfort my wife have hereunto set our hands and affixed our seals this the 17th day of June AD 1839

Joseph W Comfort (Seal)
Nancy A Comfort (Seal)
her mark

State of Mississippi
Madison County } Personally appeared before me M C Cayce an acting Justice of the peace in and for said County the within named Joseph W Comfort and Nancy Comfort his wife and acknowledged that they signed sealed & delivered the foregoing Deed on the day and year therein mentioned as their act and deed, and Nancy the wife of said Joseph W Comfort on a private examination separate and apart from her said Husband acknowledged that she signed sealed and delivered the said Deed as her voluntary act and Deed freely and of her own accord without the fear threats or compulsion of her said husband, but for the purposes therein specified

Given under my hand and seal at Canton this the 17th Day of June AD 1839
M C Cayce J P (Seal)

John Stone & Wife
To
Deed
Franklin Smith } Received for Record June 18 & Recorded June 19th 1839

This Indenture Made the Eighteenth day of June in the year of our Lord One thousand Eight Hundred and thirty Nine Between John Stone Jr and Lucinda B Stone his wife of the first part and Franklin Smith of the second part all of the County of Madison and State of Mississippi Witnesseth That the said John Stone Jr and Lucinda Stone his wife for and in consideration of the sum of Eight thousand Dollars to them in hand paid by the said Franklin Smith of the second part before the sealing and delivery of these presents the receipt whereof is hereby acknowledged, and the said Franklin Smith his heirs Executors and Administrators forever released and discharged therefrom, by these presents have granted bargained, sold, conveyed and confirmed and by these presents do grant bargain sell convey and confirm unto the said Franklin Smith of the second part his heirs and assigns forever all that Tract or parcel of land lying and being situate in the County of Madison and State of Mississippi Known and designated as the North half of the East half of the North West quarter of Section Six twenty four Township Nine Range two East Containing forty acres More or less, Also the following described tract or parcel of land to Wit Beginning at the North East Corner of the South half of the East half of North East quarter of Section twenty four, Township Nine Range two East, and running West the Section and Range line South One hundred and Ninety two yards, to a stake thence West to the line dividing the East half of North West quarter from East half North East quarter of said Section, twenty four thence North One hundred and Ninety two yards to a stake thence East to the beginning (to wit) fifteen acres off the East side of said lot, the above described tracts or parcels of land containing altogether Sixty Acres be the same more or less together with

all and singular the appurtenances, hereditaments, privileges and advantages, whatsoever, unto the above described premises belonging or in any wise appertaining and all the Estate, right, title, interest, and property and claim whatsoever either at law or in Equity of them the said John Stone Sr and Lucinda B Stone his wife of in and to the same To have and to Hold the above granted bargained and described premises with the appurtenances unto the said Franklin Smith of the second part his heirs and assigns forever, And the said John Stone Sr and Lucinda B his wife for themselves their heirs Executors and Administrators do covenant grant promise and agree to and with the said Franklin Smith of the second part, that they the said John Stone Sr and Lucinda his Wife and their heirs the above described and hereby granted premises and every part thereof with the appurtenances unto the said Franklin Smith and his heirs and assigns against the said John Stone Sr and Lucinda his wife their heirs and assigns, and against all persons lawfully or equitably claiming or to claim, said premises or any part thereof, shall and will warrant and by these presents forever defend

In Testimony whereof the said John Stone Sr and Lucinda B Stone his wife have hereunto set their hands and affixed their Seals the day and year above Written

J Stone Sr (Seal)
Lucinda Stone (Seal)

State of Mississippi
Madison County } Personally appeared before me John T Cameron Clerk of the Probate Court of said County the above named John Stone Sr 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 Lucinda B Wife of said John Stone Sr on a private examination Separate and apart from her husband acknowledged that She Signed Sealed and delivered said Deed as her voluntary act and Deed freely and voluntarily without any fear threats or compulsion of her said husband

Given under my hand and Seal of Office at Canton this 18th day of June AD 1839
John T Cameron Clerk

George F Rogers
To
E H Powell

Received for Record June 15 Recorded June 19 1839
State of Mississippi
Madison County 15 June 1839

This Indenture made and Entered into this the fifteenth day of June in the year of Our Lord Eighteen Hundred thirty Nine Between George F Rogers of the first part and Edmund H Powell of the second, Witnesseth Boards of the County of Madison State of Mississippi, that the said Party of the First Part for and in consideration of the sum of Four Thousand Dollars in hand paid by the party of the second Part by the said Edmund H Powell, To the Party of the First by to the said George F Rogers the Receipt whereof is hereby

acknowledged by the said George F Rogers (paid as follows in Cash this day Eight hundred Dollars and in two Notes on William B Martins & James E Napier due about the 4 July next amounting to three thousand two hundred Dollars which were previously handed to said Rogers by said Powell) the party of the first part hath this day sold and by these presents doth bargain sell convey alien enoff Grant and Give up to the party of the second part his heirs assigns Executors & Administrators the following described Lots or parcels of Ground Lying and being in the Town of Mores Bluff Madison on Big Black River known and designated in the plan of said Town as Lots number Two Three and Four In Square Number one, Each Lot containing Forty two Feet fronting South on a Street running East & West, in all a front of One hundred and Twenty Six feet running back or North in the direction to the River Big Black, One Hundred feet each to a Street or valley on Big Black River or a Bayou connecting with said River, together with all and singular the appurtenances rights interests and Houses Cotton Gins or other advantages in and to said Lots in any manner appertaining or belonging to the only use and behoof of him the said party of the second part his heirs assigns & forever And the said Party of the first part for himself his heirs Administrators & Executors doth hereby agree and Bind himself & them that the right title interest &c to said Lots hereby bargained and sold, they will now and forever hereafter warrant and defend against them & their as well against all and every person or persons whatsoever claiming

In Testimony of which the party of the first part hath hereunto set his Hand & Seal the day and date above written

Signed Sealed and Delivered
in the presence of

G. F. Rogers (Seal)

State of Mississippi
Madison County } Personally appeared before me John H Cameron Clerk of the Probate Court of said County the within named George F Rogers who acknowledged that he Signed Sealed and delivered the within and foregoing Deed on the day and year therein mentioned as his act and deed

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

John H. Cameron Clerk

A. M. Flournoy Sheriff } Received for Record 4th & Recorded 19th November 1839
Vs
Chas S Searles } This Indenture made and entered into this Twenty Sixth day of October Anno Domini One Thousand Eight hundred and thirty nine between Samuel M. Flournoy Sheriff of Madison County Mississippi of the first part, and Charles S Searles of the second part Witnesseth that whereas Judgment was rendered by the Circuit Court of the County of Madison aforesaid, against Samuel Ford Wm Sutherland, Alfred Ford & John Sutherland in the following Case, viz; at the Special February Term 1839 of said Court in favor of Robert Patterson et al. for $1,700 with interest at the rate of eight per cent per annum from date until paid and Cost of Suit And whereas Writs of Fieri Facias issued from the office of the Clerk of Circuit Court aforesaid directed to the Sheriff of Madison County

commandment some that of the goods and Chattels, lands and tenements of the aforesaid Ford & Sutherlands he Cause to be made the sum of Money mentioned in said writ of Fieri Facias to render to the said Plaintiff at the Fall Term A.D. 1839 of said Court, and the said Sheriff in Conformity of the Command of said Writ Proceeded on the third day of August A.D. 1839 to levy the aforesaid writ of Fieri Facias on the following describe tract or Parcel of land as the Property of the aforesaid defendants lying and being in the County of Madison aforesaid, Known as the North East quarter and East half of North West quarter, and East half of South East quarter of Section Township five Township Eleven Range 5 East, also South East quarter, and East half of South West quarter of Section Township seven, and East half of the South East quarter of Section twenty three, and East half of the North West quarter of Section twenty Six all in Township Eleven Range 5 East containing by estimation 720 Acres be the same more or less, and the said Sheriff Proceeded to advertise the same for thirty days Previous to the Seventh day of September A.D. 1839 in the Madison Weekly Advocate a Public News Paper Printed in the Town of Canton Miss. the aforesaid land for sale at the Court House Door in the Town of Canton aforesaid, and the said Samuel M. Flournoy Sheriff as aforesaid, also Proceeded on the Seventh day of September A.D. 1839 to offer the same for sale at the Court house door aforesaid, to the highest bidder for Cash, and Charles S. Searles appeared and bid two hundred and forty dollars which was more than any other Person did or would bid, Now therefore for and in Consideration of the aforesaid sum of two hundred and forty dollars to me in hand paid, the receipt whereof is hereby acknowledged, I Samuel M. Flournoy Sheriff as aforesaid by virtue of the authority vested in me as Sheriff do hereby bargain sell and Convey to the aforesaid Charles S. Searles all the right title, interest and Claim of the aforesaid Ford & Sutherlands in and to the aforesaid tract or Parcel of land together with all and singular the appurtenances thereunto belonging or in any wise appertaining To Have and to hold the Same forever free from the said Ford & Sutherlands their heirs Executors and Assigns Forever.

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

S. M. Flournoy Sheriff [Seal]

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

Given under my hand and seal of Office at Canton this 4th day of November A.D. 1839

John T. Cameron Clerk

Charles S. Searles
Reed
Catherine Ford } Received for Record 31st October & Recorded Nov. 19th 1839

This Indenture Made and entered into this the thirtieth day of October Anno Domini 1839 Between Charles S. Searles and Caroline R. Searles wife of the said Charles S. Searles of the County of Madison and State

of Mississippi of the first Part and Catharine Ford of the said County of Madison and State of Mississippi of the second Part. Witnesseth That the said Party of the first Part for and in consideration of the sum of Two thousand dollars to them in hand paid the receipt whereof is hereby acknowledged have bargained sold given granted and conveyed, and by these Presents do bargain sell give grant and convey unto the said Party of the second part the following described land to wit. The North East quarter and East half of the North West quarter and East half of South East quarter of section Twenty five Township Eleven Range five East, lying being in the State County aforesaid, together with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining. To Have and to Hold the said land with the appurtenances unto the said Party of the second Part, and to her heirs and assigns forever, And the said party of the first Part do covenant that they will and their heirs Executors and Administrators shall forever warrant and defend the said above granted lands unto the said Party of the second Part against the demands of all persons claiming or to claim by under or through them the said party of the first part and to the heirs and assigns of the said Party of the second Part.

As Witness the hands and seals of the said Party of the first part, the day & year first above written.

The words "lying being in the State aforesaid" interlined before signing

Chas. J. Searles {seal}
Caroline R. Searles {seal}

The State of Mississippi, Madison County ss. } Personally appeared before me Jehu D. Cameron Clerk of the Probate Court of said County the above named Charles J. Searles and Caroline R. his wife and acknowledged that they signed sealed and delivered the foregoing deed on the day and year therein mentioned as their act and deed, and the said Caroline R. Wife of said Charles J. Searles on a private examination separate and apart from her said husband acknowledged that she signed sealed and delivered the said deed as her voluntary act and deed freely and of her own accord without fear threats or compulsion of her husband on the day and year therein mentioned

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

{seal}

Jehu D. Cameron Clerk

Charles J. Searles to Maria Ford — Received for record 31st October, Recorded 19th November 1839.

This Indenture made and entered into this thirtieth day of October Anno Domini 1839 between Charles J. Searles and Caroline R. Searles wife of the said Charles J. Searles of the County of Madison and State of Mississippi of the first Part and Maria Ford of the County and State aforesaid of the second Part Witnesseth That the said Party of the first part for and in consideration of the sum of Two thousand Dollars to them in hand paid the receipt whereof is hereby acknowledged have bargained sold given granted and conveyed, and by these Presents do bargain sell give grant and convey unto the said party of the second Part, her heirs and assigns forever, the following described tract or Parcel of land situate lying and being in the County of Madison and State of Mississippi and

thereon and designated as the South East quarter, and East half of the West quarter of Section Twenty four and West half of the South East quarter of Section Twenty three and East half of the North West quarter of Section Twenty six all in Township Eleven of Range five East together with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining. To Have and to hold the above described land with the appurtenances unto the said Party of the Second Part his heirs and assigns forever, And the said party of the first Part do Covenant that they will and their heirs Executors and Administrators shall forever warrant and defend the said above described and hereby granted Premises with the appurtenances unto the said Party of the Second Part against the demands of all persons Claiming or to Claim by through or under them the said party of the first Part, unto the said Party of the Second part his heirs Executors, administrators and assigns forever by these Presents

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

Chas. F. Searles (Seal)
Caroline R. Searles (Seal)

The State of Mississippi }
Madison County } Personally appeared before me John T. Cameron Clerk of the Probate Court of said County the within named Charles F. Searles and Caroline R. his wife who acknowledged that they signed sealed and delivered the within deed on the day and year therein mentioned as their act and deed and Caroline R. wife of the said Charles F. Searles on a private examination separate and apart from her said husband acknowledged that she signed sealed and delivered the said deed on the day and year therein mentioned as her voluntary act and deed freely and of her own accord without any persuasion or compulsion of her said husband.

Given under my hand and seal of office this 31st day of October AD 1839

(Seal)

John T. Cameron Clerk

A. G. Bennett } Recorded for Record October 19th 1842 Recorded December 19th 1839
Deed
H. F. Bennett } This Indenture Made and entered into the twentieth day of October in the year of our Lord Eighteen hundred and thirty nine Between Albert G. Bennett of the County of Madison State of Mississippi of the one part and Henry Fisher Bennett of the same County and state of the other Part, Witnesseth, that the said Albert G. Bennett of the first part, for and in consideration of the sum of Eleven thousand One hundred and Fifty dollars to him in hand paid by the said Henry F. Bennett of the second part at or before the sealing and delivery of these Presents, the receipt whereof is hereby acknowledged, and the said Henry F. Bennett his heirs Executors and administrators forever released and discharged therefrom by these Presents hath granted bargained sold, Conveyed and Confirmed and by these Presents doth grant, bargain, sell, Convey unto the said Henry F. Bennett his heirs and assigns forever. All the following described tracts or Parcels of land in the District of Public lands subject

to entry at the Mount Pulaski Land Office in the State of Mississippi, the West half of the South East quarter of Section Thirty one, the East half of the South West quarter of Section Thirty one, the West half of the North East quarter and the East half of the North West quarter of Section Thirty one, and the West half of the South East quarter of Section Thirty and the South West quarter of Section Thirty, and the West half of the North East quarter of Section Twenty all in Township No Nine of Range No Two East, containing in all five hundred and forty acres, the same lying and being in the County of Madison and State aforesaid. Also the West half of the South East quarter of Section No Nineteen in Township Eight Range One East, containing eighty acres, lying and being situate in the County of Madison and State aforesaid. Also the South East quarter of Section Twenty three, the West half of the South West quarter of Section twenty four, the East half of the North West quarter of Section No twenty four, and the East half of the North East quarter of Section No twenty six, and the North half of the West half of the North East quarter of Section No twenty six, all in Township No Ten of Range No Three East, containing in all four hundred and forty acres or the same more or less, the same lying and being situate in the County of Madison and State aforesaid together with all and singular the appurtenances, the tenements, privileges and advantages whatsoever unto the above described Premises belonging or in any wise appertaining, and also all the estate right title interest and Property and Claim whatsoever either at law or in equity of him the said Albert G. Bennett of in and to the same, to have and to hold the above granted, bargained and described Premises with the appurtenances unto the said Henry F. Bennett his heirs and assigns **forever**, and the said Albert G. Bennett, for himself his heirs Executors and Administrators doth Covenant grant, Promise and agree to and with the said Henry F. Bennett his heirs and assigns, that he the said Albert G. Bennett and his heirs the above described and hereby granted Premises and every Part thereof, with the appurtenances unto the said Henry F. Bennett and his heirs and assigns against the said Party of the first ——— his heirs and assigns and against all Persons lawfully or Equitably Claiming or to Claim said Premises or any Part thereof, by from or under any of them shall and will Warrant and by these Presents forever defend.

In Witness Whereof the said Albert G. Bennett of the first part hath hereunto set his hand and seal the day and year above first written.

The Word "same" erased before signing and delivering }

The State of Mississippi }
Madison County, ss } Personally appeared before me John L. Cameron the undersigned Clerk of the Probate Court in and for said County, Albert G. Bennett whose name is subscribed to the above and foregoing Deed of Conveyance who acknowledged that he signed sealed and delivered the same on the day and year therein written for the purposes therein specified as his act and deed.

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

John L. Cameron Clerk

A. G. Bennett {Seal}

A. G. Bennett Bill of Sale
to
H. F. Bennett

Filed for Record 19th October & Recorded 19th November 1839

Know all Men by these Presents that I Albert G. Bennett of the County of Madison and State of Mississippi for and in Consideration of the Sum of thirty three thousand six hundred and Eleven dollars to me in hand paid and the receipt whereof is hereby acknowledged, have granted, bargained, sold, transferred and Conveyed, and by these Presents doth grant, bargain, sell, transfer and Convey unto Henry F. Bennett of the same County and State the following Personal property to Wit, A Negro Man named John Pope aged twenty five years. One Negro Man named Bateman aged twenty five years. One do named Bob aged twenty years One do named Ned aged twenty years. One do named Stephen aged twenty, One do named Adam aged fifteen years. One do named Anderson aged twenty eight years One Negro boy named Rose aged fifteen years One Negro boy named Henry aged fifteen years One Negro boy named Isom aged twenty years, One Negro Man named Ebber aged thirty years One Negro boy named Orange aged twenty years, One do " Winder " twelve years & " " " " Perry " five " One Negro Man named Simon aged twenty five years. " " " " Tom " twenty five years. " " " " Oscar " twenty years " Negro Boy " Washington aged twenty years. One " " named Isaac aged twenty years, One Negro Boy named Bill aged twenty years, One Negro boy named Stephen house Servant aged fifteen years. One Negro boy named L. Bob. aged twelve years, One Negro boy named Stick aged twelve years - One Negro boy named Major aged fifteen years One Negro Child named Richard aged two years. One infant Negro named Madison aged 1 year. Also One Negro Woman named Jane aged twenty two years. One Negro Woman named Jane, aged twenty two years, One Negro Girl named Serena aged twenty years One Negro Woman named Fizzy aged twenty two years. One Negro Woman named Mary Ann Thompson aged twenty years. One Negro Girl named Mary Thompson aged twenty two years. One Negro Woman named Polly aged thirty years. One Negro Woman named Polly Ann aged thirty years One Negro Woman named Lucky aged thirty years One Negro Girl named Susan aged Eighteen years One Negro Girl named Margaret aged fifteen years One Negro girl named Patsey, aged twenty years. One Negro girl named America aged Eighteen, One Negro do " Milly aged twenty years. One Negro girl named Julia aged twenty two years. One Negro Girl named Ellen aged four years. One Negro Child named Edy, aged four years One " " " Sarah aged four years. One Negro girl (Child) named Catharine aged four years One Negro girl named Laura aged Eleven years. and One Negro Child (girl) named Adaline aged two years - all of the above and ~~and~~ aforesaid Negroes being Slaves for life - Also Ten thousand Bushels of Corn - One Buggy and Ponies, All the farming utensils Waggons &c now on the Plantation where the said Albert G. Bennett now resides, all the house hold and Kitchen furniture on the Premises of the said A. G. Bennett, Clock, Mantle, Glass Ware, Silver Plate &c. Library of Books &c also twenty head of Horses and Mules, One hundred head of Cattle twenty seven head of Sheep. One hundred and fifty head of Hogs One Brick Kiln with 70 thousand Bricks. and thirty stacks of fodder. all of which Property is on the Premises of the said Albert G. Bennett in Madison

County aforesaid, To Have and to Hold the same to the said Henry F. Bennett his Executors administrators and assigns forever, and I the said Albert G. Bennett for My self My Executors and Administrators and assigns, the same to the said Henry F. Bennett his executors, executors administrators and assigns against me the said Albert G. Bennett My executors Administrators and assigns, and all and every other Person and Persons and Persons shall and will Warrant and forever defend by these Presents,

In Witness Whereof I have hereunto set my hand and seal this fourteenth day of October in the year Eighteen hundred and thirty nine.

The Words "the Whole Girl named Betty aged 14 years" erased before sealing and delivering

A. G. Bennett [Seal]

The State of Mississippi, Madison County ss } Personally appeared before me John L. Cameron the under signed Clerk of the Probate Court in and for the County of Madison – Albert G. Bennett whose name is subscribed to the written and foregoing Bill of Sale, Who acknowledged that he signed sealed and delivered the same as his act and deed for the purposes therein specified, on the day and year therein written,

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

John L. Cameron Clk

[Seal]

Henry F. Bennett } Received for Record 19th October & Recorded 20th November 1839
Deed Trust
Allen & Christmas } This Indenture Made and entered into the Seventeenth day of October in the year of Our Lord Eighteen hundred and thirty nine Between Henry Fisher Bennett of the County of Madison and State of Mississippi and Henry Christmas and Charles M. Allen of the same County and State of the second part & Albert G. Bennett of the third Part. Witnesseth that whereas the said Henry F. Bennett is justly indebted to Albert G. Bennett, of Madison County aforesaid in the Sum of Forty Four thousand seven hundred and seventy six dollars to be Paid in six instalments, as will more fully appear by reference to the following described and specified Promissory Notes executed by the said Party of the first part to the said Albert G. Bennett, on the day of the date of these presents to Wit, The first Promissory Note for the sum of seven thousand four hundred and fifty one dollars, eighty three 75 cents, due and payable to the said Albert G. Bennett or order on the first day of March Eighteen hundred and forty one The second Note due and Payable as last aforesaid for the sum of seven thousand four hundred and fifty one dollars and eighty three 75 cents, on the first day of March A.D. Eighteen hundred & forty two, The third drawn by the said Henry F. Bennett in favor of the said Albert G. Bennett or order for the sum of seven thousand four hundred and fifty one dollars and eighty three 75 cents due and payable on the first day of March A.D. Eighteen hundred & forty three, The fourth Note drawn as aforesaid in favor of said Albert G. Bennett or order for the said sum of seven thousand four hundred and fifty one dollars and eighty three 75 cents due and Payable on the first day of March A.D. Eighteen hundred and forty four, The fifth Note drawn in favor of said Albert G. Bennett or order for the sum of seven thousand four hundred

and Sixty one Dollars, and Eighty three 80 Cents, The Sixth and last Note drawn as last aforesaid in favor of said Albert. G. Bennett or order for the sum of Seven thousand four hundred and Sixty one dollars and Eighty three 80 Cents, due and Payable on the first day of March A.D. Eighteen hundred and forty Seven The Sixth Note above Specified is due and payable on the first day of March A.D. Eighteen hundred and forty five. All which notes amounting to the sum of Forty four thousand Seven hundred and twenty one dollars, due as herein before Stated, were given and executed as aforesaid for and in Consideration of the following and hereinafter described lands and personal property, Purchased by the said Henry F. Bennett of the first part, from the said Albert. G. Bennett, on the day of the date of these Presents as will appear by reference to a Deed of Conveyance and Bill of Sale, executed by the said Albert. G. Bennett, to the said Henry. F. Bennett, on the same day and date of these Presents, which debt of Forty four thousand Seven hundred and Seventy one dollars the said Henry F. Bennett is desirous to secure to the said Albert. G. Bennett beyond all Contingency in the ultimate payment of the same. Now This Indenture Witnesseth, that for and in Consideration of the Premises, and also for the further Consideration of the sum of Ten dollars, to the said Henry F. Bennett, in hand paid by the said Henry Christmas and Charles W. Allen of the second part the receipt whereof is hereby acknowledged, he the said Henry F. Bennett, hath given granted bargained, sold aliened, Conveyed and Confirmed, and by these Presents doth give, grant, bargain, sell alien, Convey and Confirm unto the said Henry Christmas and Charles W. Allen their heirs and assigns forever all the following described lands lying in the District of Public lands subject to entry at the Mount Salus land office in the State of Mississippi aforesaid to Wit, The West half of the South East quarter of Section No Thirty one The East half of the South West quarter of Section No Thirty one. The West half of North East quarter of Section No Thirty one. The East half of the North West quarter of Section No Thirty one. The West half of the South East quarter of Section No Thirty, the South West quarter of Section No Thirty, The West half of the North East quarter of Section No Thirty, - all in Township No Nine, Range No Two East, Containing in all Six hundred & forty acres, and lying and being in the County of Madison and State aforesaid. Also the West half of the South East quarter of Section Nineteen Township No Eight Range Nine East, Containing Eighty acres, the same being Situate in the County of Madison State aforesaid, Also the South East quarter of Section No twenty three, The West half of the South West quarter of Section No twenty four, The West half of the N.W. quarter of Section No twenty five, The East half of the North East quarter of Section No Twenty six, The North half of the West half of the North East quarter of Section No Twenty six - all in Township No Ten Range No Three East Containing in all four hundred and forty acres, the same being and lying in the County of Madison and State aforesaid, together with all and Singular the appurtenances, hereditaments, Privileges and advantages what soever unto the above and foregoing described Premises belonging or in any wise appertaining - and also all the Estate right, title, interest and Property and Claim whatsoever either at law or in Equity of him the said Henry F. Bennett of in and to the same, And also the following

Negro Slaves for life to wit, John Pope a Negro Man aged twenty four years, a Negro Man named Bateman aged twenty four, a Negro boy named Bob aged twenty years. A negro boy named Ned aged twenty years, a Negro boy named Stephen aged twenty years. a Negro boy named Adam aged fifteen years. A Negro Man Named Andrew aged twenty eight years, a Negro boy named Dave aged fifteen years, a Negro boy named Henry aged fifteen, a Negro Boy named Sam aged twenty years, a Negro Man named Robin aged thirty years. a Negro boy named George aged twenty years. a Negro boy named Minder aged twelve years, a Negro Child (boy) named Tony aged four years, a Negro Man named Lemon aged twenty four years, a Negro Man Named Tom aged twenty four years. a Negro boy named Oscar aged twenty years, a Negro boy named Washington aged twenty years, a Negro boy named Lewis aged twenty years, a Negro boy named Bill aged twenty years, a Negro boy named Stephen house servant aged fifteen years. a Negro boy named L. Bob, aged twelve years. a negro boy named Dick aged twelve years. a Negro boy named Major aged fifteen years. a Negro Child named Richard aged two years. a Negro Child named Madison aged one year. a Negro Woman named Anne aged twenty two years. a Negro girl named Jane twenty two years old, a Negro girl named Serena twenty years old, a Negro girl named Lizzy twenty two years old a Negro girl named Mary Elmer twenty years old, a Negro Woman named Mary Thompson twenty two years old, a Negro Woman named Milly thirty years old, a Negro Woman named Polly Robin aged thirty years. a Negro Woman named Lucky thirty years old a Negro Woman Lucan aged eighteen years. a Negro Girl named Margaret fifteen years old a Negro Girl Named Betsy aged twenty years. a Negro Girl named Amanda aged eighteen years a Negro girl named Milly aged twenty years, a Negro Woman named Julia twenty two years old, a Negro girl named Ellen aged four years, a Negro girl named Lily aged four years. a Negro Child named Sarah four years old, a Negro girl named Catharine four years old. a Negro girl named Laura aged Eleven years, And a Negro Girl named Adaline aged two years; also the following other personal Property to wit, Ten Plows and Bushels of Corn and thirty Stacks of fodder; all the farming utensils wagons & Carts, on the premises where the third party of the first part now resides in Madison County, one Carriage and Ponies, the house hold and Kitchen furniture, Clock, Glass Ware, Silver Plate and Library of Books. Twenty head of horses and Mules, one hundred and fifty head of hogs. One Brick Kiln containing twenty thousand Brick, all of which last mentioned personal property as well as the Negro Slaves aforesaid are to gether on the premises lately foreclosed as aforesaid by the first Party to these Presents, from the said Albert G. Bennett, To Have And to Hold the above and foregoing granted, bargained and described Premises with the appurtenances as well as the Negro Slaves above described and other Personal property herein before mentioned and set forth unto the said Henry Christmas and Charles M. Allen their heirs and assigns forever. And the said Henry A. Bennett for himself his heirs Executors and administrators doth Covenant, grant Promise and agree to and with the said Henry Christmas and Charles M. Allen their heirs and assigns, that he the said Henry A. Bennett for himself and his heirs and Executors administrators the above described and hereby granted Premises and every part thereof with the appurtenances, and also the said Negro Slaves, and other Personal property herein mentioned and hereby bargained and sold, unto the said Henry Christmas and Charles M. Allen and their heirs and assigns against the said party of the first part his heirs and assigns lawfully or equitably claiming or to Claim said Premises or any part thereof, and Personal Property herein before mentioned and sold by these Presents, shall from or under any of them, and also against the Claim

or Claims of any and every person or persons claiming or to claim the same lawfully or equitably shall and will Warrant and by these Presents forever Defend. This Conveyance bargain and sale is made upon the following TRUSTS and Conditions Nevertheless, that the said Henry Christmas and Charles W. Allen their heirs and assigns shall permit the said Henry T. Bennett his heirs and assigns Administrators & Executors to remain in the quiet and peaceable possession of the said tract of land with the appurtenances, and to take the rents and profits thereof to his own use, and also to have quiet and peaceable possession of the said negro slaves herein before mentioned with all the other personal property aforementioned and by these Presents bargained & sold, and have the hire, use and profits arising from the same until default be made by the said Henry T. Bennett in the payment of the sum of money before mentioned and specified in the said Promissory Note due as aforesaid on the first day of March A.D. Eighteen hundred and forty one either in whole or in part, and then it is hereby Covenanted and upon this further TRUST, that the said Henry Christmas and Charles W. Allen or the survivor of them their heirs and Executors and Administrators upon default of the sum due in said note being paid at Maturity, or for any part remaining due and unpaid at that time, and upon request of the said Albert G. Bennett his Administrators & Executors shall proceed to sell at Public auction to the highest bidder for Cash in — Town of Fanton or on the Premises aforesaid so much of the land and negroes herein specified as shall be sufficient to pay off and discharge said first Note or the balance due and unpaid on the same at the time of sale, having first given notice in three public places in the County of Madison or in some public Newspaper printed and Published in said County for the space of thirty days preceding the day of sale and out of the moneys arising from said sale shall after satisfying the charges thereof pay to the said Albert G. Bennett his heirs & Executors or administrators the amount of money due on said Note with the interest thereon, And it is hereby Covenanted and agreed by these Presents that in case default shall be made by the said Henry T. Bennett his heirs Executors or administrators in the payment of any or of all the Promissory Notes herein specified as they respectively become due and payable the said Henry Christmas — Charles W. Allen or the survivor of them or their Executors & administrators at the request of the said Albert G. Bennett his heirs Executors & administrators shall proceed to sell in like manner for Cash at Public auction to the highest bidder so much of the lands & Personal property as aforesaid specified, and by these Presents conveyed bargained & sold after having given the requisite thirty days notice as aforesaid, as shall be sufficient to pay off and discharge to the said A. G. Bennett that shall or may be due and unpaid on the said Promissory Note or Notes at the time of the sale of said Property after deducting all necessary expenses attending the sale, and it is further Covenanted and agreed that if the said Henry T. Bennett shall well and truly pay off and discharge the said sums of Money specified in the said Promissory Notes as they respectively fall due to the said Albert G. Bennett his heirs Executors or administrators then and in that Case these Presents shall forever Cease and be void —

And the Parties both oral and Record shall remain as to the titles thereto in the said Henry F. Bennett, his heirs Executors and administrators, otherwise remain in full force & virtue, and the said parties of the second part, do hereby Covenant that they will well and truly Perform the duties required of them under the provisions of this deed. The Negro girl named Milly, aged six years" crossed on page (5) before the ensealing and delivery of these Presents.

In testimony Whereof We the said Parties of the first & second part have hereunto set our hands and seals on the day and year above written.

Henry F. Bennett [seal]
H. Christmas [seal]
Chas. W. Allen [seal]
A. G. Bennett [seal]

The State of Mississippi
Madison County ss } Personally appeared before me the undersigned Clerk of the Probate Court in and for said County Henry F. Bennett who acknowledged that he signed sealed and delivered the foregoing deed on the day and year therein mentioned as his act and deed.

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

[seal]

Adam L. Cameron Clerk

The State of Mississippi
Madison County ss } Personally appeared before me the undersigned Judge of the Probate Court in and for said County Albert G. Bennett & Henry Christmas who acknowledged that they signed sealed and delivered the within and foregoing deed for the purposes therein specified on the day and year therein written.

Given under my hand and seal on the 18th day of October 1839

Chas. Shackelford
Judge of Probate [seal]

The State of Mississippi
Madison County ss } Personally appeared before me Adam L. Cameron Clerk of the Probate Court of said County Charles W. Allen who acknowledged that he signed sealed and delivered the foregoing and within deed on the day and year therein mentioned as his act and deed.

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

[seal]

Adam L. Cameron Clerk

Nathan B. Whitehead Mortgage
S. W. Boddie et al } Received for Record 25th October & Recorded 21st November 1839

This Indenture made this 28th day of October AD one thousand eight hundred and thirty nine between Nathan B. Whitehead of the County of Madison & State of Mississippi of the one part, and John W. Boddie Michael S. McKie, Thomas C. Melton & Richard H. Austin of the same County and State of the other part, Witnesseth that Whereas the said Parties of the second part at the special instance and request of him the said Nathan B. Whitehead, have become bound together with him the said Whitehead for the payment of a Bill of Exchange & two Promissory Notes thus described by the said Whitehead as nearly as he can recollect viz: a Bill of Exchange drawn by the said Nathan B

Whitehead, endorsed by Richard H. Dunstan and John W. Bodette for five thousand dollars of these presents, and accepted by Saunder McNamara and Merchants of New Orleans, and due the 27th of February 1835 as three drafts. A Promissory Note drawn by the said Whitehead endorsed by the said Richard H. Dunstan & Thomas J. Metten, for the sum of Thirteen thousand Eight hundred dollars of these presents, held by Peter W. Marks, due 1st January 1839; Also a Note drawn by the said Whitehead, endorsed by Michael J. McNiel, Thomas H. Barker, Allen Williams for three thousand dollars discounted in the Union Bank of Mississippi in April 1839 and due three & twelve months from date; said Bill of Exchange and Notes being the proper debts of him the said Whitehead, and the said Parties of the second part, whose names are on the said Bill of Exchange and Notes as above described, being only as sureties for the said Whitehead, and at his request as aforesaid, in the said Whitehead to Consider secure them the said parties of the second Part against the same or any risk they have incurred by signing the same or may incur in removing the same until the final extinguishment of the said debts, hath agreed to convey and grant the property herein after specifically described to them the said Parties of the second part their heirs and assigns forever in manner and form hereinafter expressed

Now this Indenture Witnesseth, that the said William B. Whitehead for and in Consideration of the Premises, and also for and in Consideration of the sum of One Dollar to him in hand paid by the said Parties of the second part at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, he the said Party of the first part, hath granted, bargained, sold, aliened, released and Confirmed, and by these Presents, doth grant bargain sell alien, release and Confirm unto the said Parties of the second part their heirs and assigns forever, the following described Property to Wit, all the Stock now owned by the said Whitehead in the Union Bank of Mississippi, amounting to about Two hundred and forty four Shares and all the bond allotted to the said Bank to secure the payment of said Stock, said bonds being described in the said Deed of Mortgage Recorded in the Office of the Probate Clerk in the County aforesaid; Also the following named Negro Slaves to Wit, Jacob a man aged about 45 years, Cesar do 34, Sam do 25, Lewis do 24, Ellen do 35, Allen do 26, Henry do 23, John do 18, Bennet boy 16, Britain man 14, Glasgow boy 12, Tom do 10, Alabama do 9, Polly Norman 40, Charlotte do 25, Big Mary do 20, Little Mary do 17, Milly do 22, Clary do 24, Hannah do 20, Fanny do 35, Celia do 18, Rose do 30, Manning do 6, Lucy do 17, Pink girl 12, Nancy do 9, Sylva do 8, America do 4, Rosanna do 10, Louisa do 6, Caroline do 3, Eliza do 13, Tessa do 4, Phillis do 7, Maria do 1, Martha do 10 months, Toby do 6 months, Bolem boy 3 years old, Horace do 2, Henderson do 2, Minor do 4, Joe do 4, Washington do 6; Also 9 head of horses, 6 head of Mules, my entire Stock of Cattle perhaps about 60 head, about 125 Hogs, my entire Stock of Sheep, 1 Pleasure Carriage, two Ox Waggons & teams, & farming utensils of every kind now owned by me the said Whitehead; Also the Proceeds arising annually from the whole of the Property above described until the said debts shall be paid and extinguished; To Have and to hold the above described Property unto the said Parties of the second Part their heirs and assigns forever.

Provided Always, and this Present grant is upon this Condition, that if the

said Whitehead his heirs Executors or administrators shall well and truly Pay or Cause to be paid the said bill of Exchange & Notes or the several Sums of Money therein Mentioned with the interest thereon and in full discharge and satisfaction of the same and shall at all times hereafter save harmless and keep indemnified the aforesaid parties of the second Part, their heirs and Executors, and every of them and their and each and every of their goods, Chattels, lands & tenements from all actions, troubles, Charges, Judgements, damages and demands whatsoever that may accrue or be brought against the said Parties of the second part, upon the above described bill of Exchange & Notes or either of them, that then from thenceforth this Indenture and the Estate hereby granted shall Cease and be utterly void, and of none effect, any thing herein to the Contrary notwithstanding. Interlineations made before signing this deed. 1st page in twenty fourth line from top after the words thirteen thousand "Eight hundred" — on the 2nd page 8th line the word "Parties" second page & second line the word "on" —

In Witness Whereof I have hereunto set My hand & affixed my seal on the day & year above Written.

State of Mississippi
Madison County } Personally appeared before me M. C. Cayce a justice of the Peace in and for said County the above named Nathan B. Whitehead who acknowledged that he signed sealed and delivered the foregoing deed or instrument of Writing on the day and year therein Mentioned as his act and deed.

Given under My hand and seal this 28th Day of October 1839

N. B. Whitehead

M. C. Cayce J.P. [seal] 188

Board of Police
Reed
Latham & Hamblin } Received for record 29th October & Recorded 21st November 1839
} The State of Mississippi
Madison County } Whereas by an act of the Legislature of the State of Mississippi approved on the first day of March in the year of our Lord One thousand Eight hundred and thirty three the Board of Police for the County of Madison in the State of Mississippi were authorized and empowered to Contract for or receive as a donation a Certain tract or Parcel of land in said County upon which to locate a Town as a permanent seat of justice for said County which said Town was to be known and designated by the name of Canton, and Whereas in Pursuance of the Provisions of said act, such Selection has been made and such Town laid off a Plat of which has been Placed of Record among the Proceedings of said Board of Police, and Whereas a Sale of the Lots in said Town of Canton was had on the 29th day of September and first and second days of October 1839 at which sale Andrew E. Beattie became the Purchaser of Lot No 2 in Square No 1 for the Price of fifty seven dollars the Payment of which has been duly made, and Whereas the said Andrew E. Beattie departed this life about the day of 183— and Whereas at a Regular Term of the Probate Court of Madison County and State of Mississippi Lorenzo Latham and Henry Hamblin were qualified as administrators of the Estate of said A. E. Beattie decd, Now Know all men by these Presents that we the undersigned Members of the Board of Police for the County of Madison in the State of Mississippi for the time being for and in Consideration of the said sum of fifty

sum dollars to us paid by the said Latham and Hamblin Administrators as aforesaid, and by virtue of the Power in us vested by the act of the Legislature above referred to have granted bargained sold and released and by these Presents do grant, bargain sell and convey unto the said Lorenzo Latham and Henry Hamblin Administrators as aforesaid and their assigns forever that Certain Lot or Parcel of ground in the Town of Canton known as Lot No Two in Square No One together with all and singular the rights members, hereditaments and appurtenances to the said Lot or Premises incident or in any wise appertaining, To Have and to hold all and singular the Premises before mentioned unto the said Latham and Hamblin Administrators as aforesaid and their assigns forever, And we do hereby bind ourselves and our Successors in Office to warrant and forever defend all and singular the said Premises unto the said Latham and Hamblin and their assigns against all lawful Claims Whatever,

In testimony whereof we have hereunto set our hands and Caused our Corporate Seal to be hereunto affixed this 29th day of October A.D. 1839

Eli Nichols {seal}
Ira J. Harris {seal}
Joseph A. Pugh {seal}
C. R. Balfour {seal}

The State of Mississippi
Madison County ss } Personally appeared before me John T. Cameron Clerk of the Probate Court of said County the above named Eli Nichols Ira J. Harris Joseph A. Pugh & Chas R. Balfour members of the Board of Police of said County who severally acknowledged that they signed sealed and delivered the foregoing Deed on the day and year therein mentioned as their act and deed.

Given under my hand and seal of Office
{seal} at Canton this 29th day of October A.D. 1839
John T. Cameron Clerk

John Holloway } Received for Record 29th October & Recorded 21st November 1839
Mortgage
Citizens Bank } This Indenture made and entered into this eighteen day of October A.D. One thousand Eight hundred and thirty nine between John Holloway and Mary Holloway his wife Parties of the first part, Edmund H. Powell a party of the second Part, and the Citizens Bank of Madison County Miss. Parties of the third Part, Witnesseth That the Parties of the first Part for the Considerations hereinafter expressed and for the further Consideration of fifteen Dollars to them in hand paid by the said party of the second part the receipt of which is hereby acknowledged, have given granted, bargained sold Conveyed and Confirmed, and by these Presents doth give grant, bargain convey and confirm unto the said party of the second Part, his heirs Executors, administrators and assigns all and singular the following described lands lying and being in the County of Madison, State of Mississippi viz. North West quarter of Section Thirty five, Township Ten Range Two East, Also the East half of the North East quarter of Section thirty four Township Ten Range Two East, Also the South half of the West half of the North East quarter of Section Thirty four Township Ten Range two East, Also the North half of the West half of the South East quarter of Section thirty four Township Ten Range Two East, Containing in all Three hundred and twenty Acres more or less

Also the following Negroes viz Levi aged 25 years and Mary his wife aged 20 years
Sim aged 30 yrs and Lucky his Wife aged 28 yrs Also Jonas aged 20 yrs Matilda aged 23 yrs
Easter aged 23 yrs Lucy aged 16 yrs Clarissa aged 12 yrs Emeline aged 7 yrs Henry aged 6 yrs
Sarah Ann aged 6 yrs Barby aged 3 years Lindy aged 3 yrs Milly aged 3 years Nathan aged 2 yrs Dar-
-tha aged 2 yrs Jacob aged 1 yr. — and their future increase — Also the Current and future
crops made by said Negroes on said land, until said debts hereinafter specified are fully paid
by said Party of the first part to said Parties of the third part. Also fifty head of Cattle
fifty head of Hogs, six horses two Yoke of Oxen all the household and kitchen furniture and
farming utensils now in — — — — — together with all and singular the appurten-
-ances and Premises thereunto belonging or in any wise appertaining — to have and to
hold the above bargained Premises unto the said Party of the second part his heirs or
assigns forever, and for the Considerations aforesaid the said parties of the first part do
for themselves their heirs Executors and administrators covenant to warrant and de-
-fend the right to the said Premises unto the said party of the second part his heirs
and assigns forever, to the ut law and in equity against the lawful claims and de-
-mands of the said Parties of the first part and against the lawful and equitable claims or de-
-mands of any and every other Person or persons claiming or to claim the same
This Conveyance bargain and sale is however made upon the following terms and Conditions
viz Whereas the said Parties of the first part are indebted to the said Parties of the third part
the just sums specified in the following Promissory Notes viz the first executed the first day
of August A.D. One thousand eight hundred and Sixty nine for the sum of Six thousand
and fifty nine 49/100 dollars Payable to the said Colegrove Bank of Hudson formerly A.D.
a party of the third part on the first day of January A.D. Eighteen hundred and forty,
the second executed on same day and payable to said party of the third part the first
day of January A.D. Eighteen Hundred and forty one for forty two hundred and seventy
seven 49/100 dollars and the third executed on same day and payable to said party of
the third part on the first day of January A.D. Eighteen hundred and forty two for forty
six hundred and sixty seven 49/100 dollars and the said parties of the first part are will-
-ing the better to secure the Payment of the sums of Money specified in the aforesaid
Promissory Notes at the time limited for the payment of the same. NOW THEREFORE
it is Covenanted by all the Parties to this deed that the said party of the first part
shall well and truly pay to the said party of the third part the several sums of
Money specified in the aforesaid promissory Notes on the day that each become respect-
-ively due that these Presents shall forever Cease and be void, and the property
above Conveyed shall revert as to the latter thereto in the said Parties of the first
part, But if the said parties of the first part shall fail or refuse to pay either
of the several sums of Money specified in the above and Promissory Notes on the day
they become respectively due or if any Part of the said sum or sums shall then be
due and remaining unpaid, then it is Covenanted by all the Parties to this deed
that the said Party of the second part may proceed to sell the above described
property at Public auction in the Town of Canton to the highest bidder for Cash
the said party of the second Part having first given at least thirty days previous
notice by Public advertisement in time of the Most Public Places in Macleod County
of the time Place and terms of said sale, and the said party of the second part
shall proceed immediately after the sale of said property to pay over to the said
party of the third Part the Proceeds of said sale or so much thereof as will be suf-
-ficient to pay and satisfy the said Party of the third Part, their debt so due and
unpaid as aforesaid, and if there should then be a surplus of Money the same

shall be paid to the said Parties of the first part, It is further Covenanted that the said the party shall remain in the possession of the said Party of the first part subject however to be taken into possession by the said party of the second part whenever it may be in necessary under the terms of this deed to sell the same or the said party of the said Party of the second part, shall be satisfied that the said parties of the first part shall be about to injure the real Estate by waste Cause of husbanding and destruction of timber, or about to remove any part of the Personal property out of Madison County State of Mississippi, And the said party of the second part do the hereby Covenant that he will well and truly perform the duties required of him under the Provisions of this Deed.

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

Signed sealed and delivered in presence of

John Holloway (seal)
Mary Holloway (seal)
Edmund McDowell Trustee (seal)
R. D. Schanell Cashier (seal)

The State of Mississippi
Madison County ss } Personally appeared before me John C. Cameron Clerk of the Probate Court of said County John Holloway, Edmund McDowell and Richard D. Schanell whose names are subscribed to the foregoing deed who severally acknowledged that they signed sealed and delivered the said deed on the day and year therein mentioned as their act and deed for the purpose in said deed hereinbefore specified

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

(Seal)

John C. Cameron Clerk

The State of Mississippi
Madison County ss } Personally appeared before me John C. Cameron Clerk of the Probate Court of said County Mary Holloway wife of John Hollowan the grantor in the foregoing deed and whose name is subscribed thereto who on a private examination separate and apart from her husband acknowledged that she signed sealed and delivered said deed on the day and year therein mentioned as her voluntary act and deed, freely without fear or compulsion of her said husband.

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

(Seal)

John C. Cameron Clerk

N. B. Whitehead Received for Record 31st October Recorded 21st November 1839

Deed
Hall Sons } Know all men by these Presents that we Nathan B Whitehead and Mary M Whitehead his wife of the County of Madison and State of Mississippi for and in Consideration of the sum of Five Thousand Dollars to us in hand paid have granted bargained sold and by these Presents do grant, bargain sell and Convey unto Hall Sons of the same County and State all that Certain part and parcel of land lying in the County and State aforesaid and being in Township Nine Range four East, Section Two and in the South West Corner of said Section Containing five Eights, and also one eight lying and being in the North West Corner of the same Section, with all and singular the appurtenances thereunto, title interest Claim and demand of us, either of us in the Premises -

To have and to hold the same unto the said Neill Jones his heirs in fee simple forever, and I the said N. B. Whitehead for my self and my heirs in fee simple forever, do hereby covenant and agree to and with the said Neill Jones and his heirs and assigns that I am now the owner of the said Premises and am seized with a good and indefeasible State of inheritance therein, and have a full right and power to sell and convey the same in fee simple absolute, that the said premises are clear of any incumbrance that the said Neill Jones may forever hereafter hold and possess and enjoy the same without any suit or molestation by any person whatsoever lawfully claiming any right thereunto, and that I the said Nathan B. Whitehead will at any time hereafter forever defend the right and title of the above described lands to the said Neill Jones his heirs and assigns forever to said Premises and all that do appertain thereunto, and I the said Nathan B. Whitehead and my heirs will warrant and defend the said premises with all that appertaineth thereunto unto the said Neill Jones his heirs and assigns forever.

In testimony of which we do hereunto set our hands and seals this 23 day of October in the year of our Lord A.D. 1839

N. B. Whitehead {Seal}

Mary M. Whitehead {Seal}

State of Mississippi
Madison County } Personally appeared before me L. M. Baker an acting Justice of the Peace for said County N. B. Whitehead who acknowledged that he signed sealed and delivered the written and for the purposes therein expressed on the day and year therein named. And at the same time came Mary M. Whitehead the wife of the said N. B. Whitehead who being examined by me separate and apart from her husband acknowledged she signed sealed and delivered the foregoing and voluntarily and without fear threat or coercion of her said husband.

Given under my hand and seal this 23rd day of October A.D. 1839

James M. Baker J.P. {Seal}

James A. McMurtray } Record for Record 1st November Recorded 23rd December 1839
to
Hugh Caldwell } State of Mississippi
Madison County } Know all men by these Presents that I James A. McMurtray and my wife Talitha of the State & County aforesaid in consideration of Twelve hundred dollars to me in hand paid by Hugh Caldwell of the State & County aforesaid the receipt of which is hereby acknowledged do by these Presents grant bargain sell and convey unto the said Hugh Caldwell his heirs & assigns the following described tract or parcel of land. To wit East half of the South West quarter of section Twenty six Township Eleven North - Range No five East. Containing Eighty acres more or less. To Have and to hold the above granted Premises with the appurtenances thereunto belonging to the said Hugh Caldwell his heirs and assigns to his and their use and behoof forever and I the said James A. McMurtray & my wife Talitha for our selves our heirs Executors & administrators do hereby Covenant with the said Hugh Caldwell his heirs & assigns that we are lawfully seized in fee of the above granted Premises, and that they are free from all encumbrances. That we have a good

right to sell and convey the same to the said Hugh Caldwell as aforesaid and that I and my wife Tabitha will, our heirs Executors and administrators shall warrant and defend the same against the lawful claims and demands of all persons

In Witness Whereof I the said James A. McMurtray my wife Tabitha have hereunto set our hands and seals this twenty second day of January in the year of our Lord One thousand eight hundred and thirty Nine.

Signed sealed and delivered in presence of
Hugh A. H. Lawson {L.S.}

James A. McMurtray {L.S.}
Tabitha P. McMurtray {L.S.}

State of Mississippi } Personally appeared before me James A. McMurtray who
Madison County } acknowledged that he signed sealed and delivered the written
deed for the purposes therein specified - Also Tabitha McMurtray the wife of
the within named James P. McMurtray who being examined by me separate
and apart from her husband acknowledged that she signed sealed and delivered
the within deed without fear threats or compulsion on the part of her husband
as her own voluntary act and deed

Signed sealed and delivered January 22nd 1839 in
Presence of

Hugh A. H. Lawson {L.S.}

Received for Record 31st October & Recorded 28th November 1839

O. S. E. Stuart
Deed Trust
W. C. Aldridge } This Deed of Trust made & entered into this 26th day of October
1839 Between Oscar S. E. Stuart of the County of Madison State of Mississippi
of the first Part and Wm. C. Aldridge of the County & State aforesaid of the
second part Witnesseth that the said Stuart for and in Consideration of
the sum of One Dollar to him in hand paid the receipt whereof he doth hereby
acknowledge and for the further Consideration hereinafter expressed hath this
day granted, bargained sold Conveyed enfeoffed and Confirmed, and by these
Presents doth grant, bargain sell Convey enfeoff & Confirm unto the said
William C. Aldridge the following described tracts or Parcels of land Viz
One Tract entered by said Stuart on the 2nd day of May 1836 at the Register
Office at Augusta Mi. Certificate No 3857 and described in said Certificate
as follows Viz S½ Sec 4 & N½ of Sec No 9 Township No 7 Range No 8 Con-
-taining 499.77/100 acres. One other tract entered at the same time & Have Certificate
No 3856. Being the N½ N E¼ & E½ N W¼ section No 5 Township No 8 Range
No 6 E. containing 188.75/100 acres To Have and to hold the before described
tracts or Parcels of land to the said Wm C Aldridge his heirs and assigns forever
free from the Claim of said Oscar S. E. Stuart his heirs and assigns and all
persons Claiming the same in any Way and Manner whatever Upon the
following Conditions Viz Whereas said Wm C. Aldridge is security of said Stuart
in a Bond to the Post Master General of the United States for the faithful Performance
by said Stuart (former) Post Master at Vernon Mi. of the duties of said Office
in the sum of Eight hundred Dollars, on which Bond there is a suit now
pending in the U. S. District Court for the District of Mi. in the Name of the
U. S. of America against the said Aldridge. Now if said Aldridge should at
any time hereafter, have to pay any Money in Consideration of his aforesaid
liability then he may Proceed to Sell the aforesaid Lands at Private sale
or otherwise as he in his discretion may deem most advisable and

reimburse himself, said Stewart should sell lands sell for more than he has to pay on account of his liability for said Stewart then he is to pay over to said Stewart as the surplus the receipts, But Should said Stewart call and tender Rich said Aldridge his money on account of his aforesaid liability then this obligation to be void and said Aldridge to reconvey the aforesaid lands to said Stewart otherwise this deed is to remain in full force & virtue

In faith whereof the aforesaid parties have hereunto subscribed their names & affixed the day & date first in this deed written

Signed sealed & delivered in presence of
John G. Ott

Chas. S. E. Stewart
Wm. C. Aldridge

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

Also appeared John G. Ott the subscribing witness to said deed and being duly sworn deposed and said that he saw Wm. C. Aldridge, whose name is subscribed thereto sign, seal and deliver said deed on the day and year therein mentioned, that he the deponent subscribed his name thereto as a witness in presence of said Aldridge on the day and year aforesaid

Given under my hand and seal of office at Canton this 31st day of October AD 1839

John T. Cameron Clk

Planters Bank
Agreement
Wm. F. Smith } Received for Record 2nd & Recorded 22nd November 1839

Memo of an agreement made this 1st September 1839 between the President directors & Company of the Planters Bank of the State of Mississippi by Robert Hughes their agent and attorney of the one part, and William F. Smith of the other part witnesseth that Whereas said William F. Smith is indebted to said President directors & Company from in the sum of Eleven thousand three hundred & seventy three dollars ninety four cents with interest from the 1st Dec 1838, subject however to a credit of three thousand one hundred and twenty six dollars thirty cents of the date of September 2nd 1839, and also in the sum of Nine thousand eight hundred dollars with interest from the 8th day of June 1839, for both which sums said judgments have been rendered in the first case against said Smith & Peter C. Gorman and upon a forthcoming bond executed W. Bryant as security, and in the last against said Smith, Nathan Bryant, Hugh Campbell and William R. Leaning. Executions upon the first of which judgments both have been levied upon the crop of Cotton of the said Smith in the County of Hinds, and upon a stock of Cattle & Hogs & sundry articles of said Smith, and at a sale made by the Sheriff of Hinds the said President directors & Company by their attorney & agent aforesaid became the purchaser for the sum of Eleven hundred & fourteen dollars and three executions have been issued upon said judgments to the Sheriff of Madison County, and said Sheriff has been directed to levy said executions upon a tract of land & one Negro girl & one Negro Woman, the crop of Cotton and corn & fodder & Cattle, Hogs, horses and Mules and Plantation utensils & tools of said Smith in said County and said President directors & Company agreed to let the purchaser thereof at a reasonable price, and the said President directors & Company, at the request of

the said William F. Smith have agreed to advance to Joseph W. Dunlap the sum of amounting now to about fifty thousand dollars due by said Smith and Peter C. Gooch upon a deed of trust executed by said Smith & Gooch upon a plantation & negroes in Hinds County for the benefit of said Dunlap and upon said agreement said Dunlap has agreed to transfer to said President Directors & Company all his interest in said deed of trust and the notes evidencing the debt due on said deed of trust and the said President Directors & Company have and do agree that said Smith remain in the possession of said Plantation & negroes & property purchased under the execution aforesaid and that a good bond be taken to re-purchased, Now Therefore this agreement Witnesseth that the said President Directors & Company by their attorney and agent aforesaid hereby agree and give their assent to the foregoing articles and the said Smith on his part hereby agrees to refund to said President Directors & Company the amount which may be advanced & paid by them on the deed of Trust aforesaid with interest thereon till paid together with all costs & charges that may legally or properly accrue thereon, and said Smith further agrees that with the hands & upon the Plantation in Hinds and Madison Counties he will gather the crop in both places and deliver the crop of Cotton to the said President Directors & Company or their agent to be sold and the nett proceeds thereof applied to the payment of the amount due on the said deed of Trust aforesaid. And he further agrees that with the hands he will cultivate the Plantation in said deed of Trust mentioned in Hinds County from year to year and deliver the Crop of Cotton to said President Directors & Company or their agent until the Nett Proceeds thereof shall pay off and discharge the amount of the advance due on the deed of trust aforesaid, and the amount now due on the executions aforesaid with all interest & cost, and the said Smith hereby further agrees as a further security to said President Directors & Company that he will transfer & assign & cause to said President Directors & Company all Claims debts, dues & demands & Property which may be assigned or reassigned or transferred to him by Daniel Barrow upon the completion of the reassignment he now has made with him and said Smith further agrees that said Barrow for such consideration as may hereafter be agreed upon shall assign to said President Directors & Company the Crop which he holds on land in Madison & Washington or Bolivar Counties, the said Smith in order that the matters of this agreement may be fully executed hereby agrees upon the assignment aforesaid being made by the said Dunlap to release all actions suits & claims which he has now against said Dunlap and particularly agrees to dismiss the suit in Chancery heretofore instituted in the Court of Chancery of the State of Mississippi, and has appealed thence to the High Court of Errors and Appeals, and that should he fail to deliver his crops of Cotton according to this agreement, or should any circumstances unforeseen occur which shall materially lessen his security by this agreement and the transactions herein mentioned Provided — that he will to the extent of the loss of such security give other security, and should he not or should the other alternative happen then and in either case the said President Directors & Company shall & may immediately Proceed to sale under the deed of Trust aforesaid in such manner as is therein Provided — and should the Trustee in said deed fail or refuse to act then it is agreed that said President Directors & Company may and they are hereby authorized to substitute a Trustee to act upon said deed of trust. and in like manner the said President Directors & Company may Proceed upon the Mortgage aforesaid by suit in Chancery

The said Smith in the event of the happening of either of the events aforesaid hereby agrees to redeliver to said President Directors & Company or their agent the stock of Cattle Hogs mules horses & other property purchased under the execution aforesaid, and agreed to be purchased & to be sold and the proceeds thereof applied in payment of so much of the balance then due as aforesaid, and the said Smith who is hereby appointed an agent for that purpose hereby agrees to preserve and take Care of the Crop of Corn on the Plantation in Hinds & Madison aforesaid, use such part as may be necessary upon the premises sell the balance and apply the proceeds thereof to the payment of the sums aforesaid, and so in like manner of all the other Crops except the Crop of Cotton raised or hereafter to be raised by him. The said President Directors & Company hereby agree to pay out of the proceeds of the Crops aforesaid all necessary & proper expenses of Cultivation &c.

In testimony whereof the said President Directors & Company by their agent aforesaid and the said Smith have hereunto set their hands & seals the day and year first before written.

Witness
The Words "Should" on the second page interlined before signed
J. D. M. Haralson

The President Directors & Company of the Planters Bank of the State of Mississippi
By
Robt Hughes their agent & attorney {Seal}
William H. Smith {Seal}

For Hinds County Court of Chancery
of the State of Mississippi }ss

Personally appeared before the undersigned Clerk of said Court the President Directors and Company of the Planters Bank of the State of Mississippi by Robert Hughes their attorney in fact and William H. Smith whose names are affixed to the written agreement and acknowledged that they signed sealed and delivered the same on the day and year for the uses and purposes therein mentioned

In testimony whereof I have hereunto subscribed my name and affixed the seal of said Court at Jackson this 28th day of October A.D. 1839

{Seal}

R. L. Dixon Clk

Susanna Lock
Relinquishment
Chas H. Allen

Received for Record 29th & Recorded 30th November 1839

The State of Mississippi
Scott County } Know all men by these presents that I Susanna Lock Wife of Walter Lock of the County and State aforesaid for and in Consideration of the sum of Two hundred Dollars in hand paid the receipt whereof is hereby acknowledged, hath this day relinquished and by these Presents do, relinquish all my right of Dower, and all my right whatsoever appertaining to that Certain tract piece or Parcel of land known and designated as Lot Number Four of Section Thirty five in Township Number Nine of Range Number four East, Containing two hundred and eighty 280 acres of land, situate lying and being in the County of Madison and State aforesaid, unto Charles H. Allen of the County of Madison and State aforesaid and to his heirs and assigns forever

In testimony whereof I have hereunto set my hand and affixed my seal this 25th day of February A.D. 1839

Susannah her + mark Lack {Seal}

The State of Mississippi
Scott County } Personally appeared before me James J. Chambers Clerk of the Court of Pleas in and for said County the within named Susannah Lack and being examined by me separate and apart from her husband Abner Lack, acknowledged that she signed sealed and delivered the above relinquishment of dower without any fear threats or compulsion on the part of her said husband, as her act and deed, on the day and date and for the purposes therein contained,

Given under my hand and seal of Office at Hillsboro this 25th day of February 1839

James J. Chambers Clerk

{Seal}

Mary C. Martin
Recd
Austin & Hobbs } Received for Record 29th & Recorded 30th November 1839

This Deed of bargain and sale and relinquishment made and entered into this day of 27th March 1839 between Mary C. Martin wife of Peter W. Martin of the County of Sumner State of Tennessee of the first part, and Richard H. Austin & Howell Hobbs of the County of Hinds & Madison in the State of Mississippi Witnesseth that Whereas heretofore to wit on the 21st day of February 1839 Peter W. Martin husband of the said M. C. Martin for & in consideration of the sum of fifteen thousand dollars to him paid by said Austin & Hobbs granted bargained sold and conveyed to said Austin and Hobbs their heirs and assigns the following tracts and parcels of land lying in the State of Mississippi Madison County Viz The East half of South East quarter and East half of North East quarter, and West half of South East quarter of Section twenty three, and the West half of South West quarter of Section twenty four and Lot No three of Section Thirty five all in Township three of Range four East, also lot number six of Section Number twenty five Township three Range four East, Containing seventy four 75/100 acres. Now the said M. C. Martin wife of said Peter W. Martin for and in Consideration of the premises and for and in Consideration of the further sum of ten Dollars to her in hand paid by the said Austin & Hobbs the receipt whereof is hereby acknowledged do by these presents release relinquish and convey to said Austin & Hobbs all my right of dower & other interest in said several tracts and parcels of land. To Have and to hold the same to them the said Austin & Hobbs their heirs and assigns forever,

In witness whereof I have hereunto set my hand and affixed my seal this day & date above written.

Mary C. Martin {Seal}

State of Tennessee } March 27th 1839
Davidson County } This day Came before me James Dickes a Judge of the Circuit Court of the State of Tennessee being a Superior Court of Law in said State Mary C. Martin wife of Peter W. Martin with whom I am personally acquainted, and being by me examined separate and apart from her said husband acknowledges that she signed sealed and delivered the foregoing deed

for the purposes therein mentioned freely voluntarily and without the influence or constraint of her said husband on the day & date aforesaid.

In testimony whereof I have hereto set my hand and affixed my seal this day & date above written, Interlined before acknowledged and signed by me

State of Tennessee
Davidson County } I Robert B. Turner Clerk of the Circuit Court of law for the County of Davidson in said State do hereby certify that James Rucks whose name is subscribed to the above Certificate is & was at the date thereof the Judge of said Court duly Commissioned as such, that the Certificate and attestation is in due form and entitled to full faith and Credit,

James Rucks

Given under my hand and seal of office at office in the Town of Nashville this 27th day of March 1839

Seal

R. B. Turner
By his Deputy W. Garrett

State of Tennessee
Executive Department } I Newton Cannon Governor of the State aforesaid do hereby Certify that James Rucks whose signature is annexed to the foregoing Certificate is now and was at the time of signing his name one of the Judges of the Circuit Court of said State duly Commissioned, that full faith and Credit are due and ought to be given to his official acts as such and that said Certificate is in due form of law.

In testimony whereof I have hereunto set my hand and Caused the Great Seal of the State to be affixed at Nashville this 27th day of March 1839

By the Governor
Luke Lea Secretary of State

N. Cannon

William Willingham Plaintiff
vs
Peter W. Martin Defendant

Received for Record 27th & Recorded 28th November 1839

The State of Alabama
Lauderdale County } Whereas by an Indenture made on the twenty first day of February one thousand eight hundred and twenty nine between Rierson Busby of the one part, and William Willingham of the other part both of the County of Lauderdale in the State of Alabama, the said Lierson Busby in consideration of the sum of Four hundred dollars to him paid by the said William Willingham did bargain sell and convey unto the said William Willingham a certain tract of land lying in Madison County in the State of Mississippi and known as the East half of the South East quarter of section twenty three in Township five of Range four East, which Conveyance or Indenture was subject to a condition or defeasance whereby the said Conveyance was to become void on the event of Marcus Busby the son of the said Lierson Busby making good and lawful title when he arrived at the age of twenty one unto the said William Willingham of all that certain tract of land lying in the County of Lauderdale in the State of Alabama and known as the East half of the North East quarter of section twenty four Township twenty two Range ten West, and whereas the said Lierson Busby after the making of the Conveyance aforesaid did sell and convey to other persons the said first above mentioned tract of land lying in Madison County in the State of Mississippi aforesaid, And Ann Peter W. Martin has become the legal Grantee

thereof, and the said William Willingham being desirous of releasing to the said Peter N. Martin for the purpose of quieting the title to the said first mentioned tract of land all and singular the interest which he the said William Willingham may have in and to the above recited Indenture or deed of defeasance, Now Know all men by these presents that I the said William Willingham in Consideration of the sum of three hundred dollars to me paid by the said Peter N. Martin the receipt whereof in full payment and satisfaction of the before recited Indenture or deed of defeasance do hereby acknowledge have remised released and forever quit Claimed and do by these presents remise release and forever quit Claim unto the said Peter N. Martin his heirs and assigns, all and singular the Estate right title interest Claim and demand whatsoever both at law and in Equity which I the said William Willingham now or may hereafter have in and to the East half of the South East quarter of Section Twenty three Township one Range five East lying in the County of Madison in the State of Mississippi and being the tract of land embraced in the before mentioned Indenture or deed of defeasance of the said Lucretia Busby and also all action and actions, Cause and Causes of Acting, and demands whatsoever which I the said William Willingham ever had, now have, or that I my heirs Executors administrators or any of us can or may have against the said Lucretia Busby her heirs or assigns for or on account of the above recited Indenture or deed of defeasance or the premises therein described and the Covenants and provisions therein contained or any other Matter Cause or thing whatsoever concerning the same from the beginning of the World to the day of the date hereof.

In Witness whereof I have hereunto set my hand and affixed my seal this second day of March in the year of our Lord One thousand Eight hundred and thirty nine at Tuscaloosa aforesaid.

Signed sealed and delivered in presence of us — William Willingham {seal}

The State of Alabama }
Tuscaloosa County } Before me Henry W. Collier Chief Justice of the Supreme Court of the said State Personally appeared Wm Willingham grantor in the foregoing deed, and acknowledged that he signed and sealed and delivered the same on the day of its date to the grantee or releasee Peter N. Martin I do further Certify that Wm Willingham is personally known to me to be a resident Citizen of said County and State,

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

Henry W. Collier {seal}

I Thomas B. Sunstall Secretary of State, for the State of Alabama do hereby Certify that Henry W. Collier before whom the foregoing deed was acknowledged is and was at the time of the acknowledgement of said deed Chief Justice of the Supreme Court of the State of Alabama and that his acts as such are entitled to full faith and Credit,

In testimony whereof I have hereunto set my hand and affixed the seal of the State this second day of March in the year of Our Lord Eighteen hundred and thirty nine and fifty third of American Independence

{seal}

T. B. Sunstall Secy of State