Thomas Andrews Deed / Charles W. Allen

Received for Record 29th & Recorded 30th November 1859

State of Mississippi / Madison County

This Indenture made and entered into by and between Thomas Andrews of the first part and Charles W. Allen of the second part Witnesseth that Whereas I Thomas Andrews of the first part for and in Consideration of the Sum of Nine thousand dollars to be paid me at the Periods and in the Manner hereinafter Mentioned have given granted bargained sold, and Conveyed, and by these presents do give grant, bargain sell and Convey unto the said Charles W. Allen his heirs and assigns a certain tract or parcel of land lying and being in the County of Madison State of Mississippi bounded on the North by lands of John L Sherrod, and lands owned by Sammy Hall, South by lands of John H Brown. East by lands of John W. Brown & Sammy Hall, and West by " " " " " " " situated in Township No 9 of Range No 4 East Containing four hundred and twenty eight acres be the same more or less and in Consideration of the premises I do also give grant, bargain sell and Convey to said Charles W. Allen his heirs and assigns all the Corn Ploughs, Gear, and two Waggons, house hold furniture and all the farming utensils now on and belonging to said Place together with all the Stock, together with three horses three yoke of Oxen and four Milch Cows. and I do further give grant, bargain sell and Convey unto the said Charles W. Allen in Consideration of the Premises. the following Negro Slaves now in said plaintiffs Possession to Wit, Memphis, Jack, Isaac Dick, Charles Grimville, Nathan, Caroline, Maria, Lady Charlotte, Alice Pat, Penelope, and Child Consisting in all of fifteen Male and female, to Have and to hold the above granted land, Negroes Stock of & the said Charles W. Allen his heirs and assigns forever, And I the said Thomas Andrews of the first part, for myself my Executors, and Administrators do Covenant with the said Charles W Allen his heirs and assigns that I am lawfully seized in fee of the above granted property both real and personal, and that said property is free of all incumbrances, and that the said Negroes above named are sound in Mind and body and slaves for life, And I the said Thomas Andrews of the first part do further Covenant that I have a good right to sell and Convey the said property above mentioned to the said Charles W Allen of the second part as aforesaid. And that I will and my heirs Executors and Administrators shall Warrant and defend the same to the said Charles W Allen his heirs and assigns forever against the lawful demands of all persons whatsoever, and I do further Covenant and by these presents bind myself to deliver possession on or before the twenty third day of February A.D. Eighteen hundred and thirty five, And the said Charles W. Allen of the second part for himself his heirs Executors and administrators and for every of them doth Covenant promise and agree to and with the said Thomas Andrews his heirs and assigns to pay the following Sums of Money at the respective Periods hereinafter Mentioned to Wit, Thirty five hundred dollars at the time of surrendering possession of said property, above set forth, Two thousand seven hundred and fifty dollars on the first day of January A.D. Eighteen hundred and thirty six, and Two thousand seven hundred and fifty dollars on the first day of January A.D. Eighteen hundred and thirty seven.

In Testimony Whereof we have hereunto set our hands and affixed our Seals this the twenty first day of

February in the year of Our Lord One thousand Eight hundred and thirty four

The four words immediately preceding the words "In testimony whereof" were cancelled before the signing and delivery of this deed.

Thos Andrews {seal}
Charles W. Allen {seal}

Charles W. Allen
vs.
Unknown heirs of Thomas Andrews dec'd

This Cause came on to be heard this 19th day of June 1839 before the Honorable Edward Turner Chancellor upon the Bill and Exhibits, and a Pro Confesso taken against said defendants, Whereupon it appeared to the Court, that the Complainant Charles W. Allen did on or about the 1st day of February 1833 purchase of said Thomas Andrews deceased a certain tract or parcel of land lying and being in the County of Madison in the State of Mississippi for which the said Andrews then and there executed to him a Deed of Conveyance which described said tract of land as follows "Bounded on the North by the lands of John L. Shirod, and lands owned by Spencer Hall South by lands of Robert W. Brown, Spencer Hall and West by ——— situated in Township No 9 of Range No 4 East, Containing four hundred and twenty eight acres. Which said land the said Thomas Andrews had purchased of the following persons and in the following proportions, One hundred and eight acres, and twenty hundredths he purchased of One Abner Luck to Whom a Patent issued for the same by the General Government of the United States bearing date 20th July 1835, for One hundred and fifty nine acres ninety four hundredths of said land a Patent issued to said Thomas Andrews by the General Government of the United States dated 20th October 1835. That said Thomas Andrews purchased twenty eight acres and thirty one hundredths of said land of One William Kenner to Whom a patent issued by the same by the General Government of the United States bearing date first day of February 1832 That said Thomas Andrews purchased of said William Kenny twenty nine acres and ninety seven hundredths of said land for which a patent by the General Government of the United States to One Christiana alias Lucretia alias Lucresia Bashy dated 5th January 1831 It also appeared to the Court that said Charles W. Allen has paid the full Consideration agreed to be given for said land by him to said Thomas Andrews, and it further appeared to the Court that said Thomas Andrews on Executing the Deed referred to in the Bill of the Complainant for said four hundred and twenty eight acres of said land promised and agreed with Complainant to Call at the office of the Probate Court in Madison County aforesaid and acknowledge said deed that it might be recorded but that he died out of the State of Mississippi without having done so, and that his heirs are unknown. The Court doth therefore adjudge and decree, that said Charles W. Allen hath paid the full Consideration stipulated in said deed by him to be paid for said lands, and do the further order adjudge and decree that all title in said land embraced in said deed be divested out of the heirs of said Thomas Andrews dec'd and vested in said Charles W. Allen, and that the said Deed be duly Recorded together with this Decree in the Office of the Probate Court for Madison County State of Mississippi and it is further Ordered that Complainant Pay the Costs of this Suit

Signed E. Turner

June 20th 1839

In Junior Court of Chancery } I Richard L. Dixon Clerk of said Court do hereby certify
of the State of Mississippi } the foregoing to be a correct Copy of the Decree rendered
in the aforesaid Cause upon the date last aforesaid

Seal

In testimony Whereof I have hereunto set my hand and the Seal of the Court aforesaid at the City of Jackson the 28th day of November A.D. 1839

R. L. Dixon Clk
By Thos. P. Shepherd, D. C.

Smith H. Semple & Maud } Recorded for Record 28th & Recorded 30th November 1839
Peter W. Martin }

This Indenture made on the twenty third day of May in the year 1839 between Smith H. Semple of the County of Williamson and State of Tennessee on the first part, and Peter W. Martin of the County of Madison and State of Mississippi on the second part, Witnesseth that Whereas the said party of the first part, died on the third day of November in the year 1838, & made to the said party of the second part and to Milton D. Lewing a deed for the sale and conveyance of certain tracts of land and for certain Slaves, and other property therein enumerated and described which deed was duly recorded in the Office of the Clerk of the Probate Court of Madison County State of Mississippi in Book C. pages 230. 231 and 232, and is herein annexed but which through some defect in the Probate or acknowledgement thereof does not answer the purposes for which it was intended, Now Therefore the said Semple for the Consideration expressed in said deed, and for the further Consideration of the sum of five Dollars to him in hand paid, and the receipt whereof is hereby acknowledged, hath this day bargained, sold, aliened and Conveyed, and by these presents doth bargain sell, alien and Convey unto the said Peter W. Martin the said lands Slaves and other property as set forth and described in the before mentioned deed, To Have and to hold the said lands, Slaves and other property to him the said Martin his heirs and assigns forever, as well for the use of him the Martin as for the use of the heirs and assigns of the said Lewing forever, And furthermore the said Party of the first part and Margaret Ann Semple has agreed for and in Consideration of the sum of five Dollars in hand paid to the said party of the first part and the receipt whereof is above acknowledged, and of the sum of five Dollars in hand paid to the said Margaret Ann, and the receipt whereof is hereby acknowledged have this day released, remised quit Claimed bargained sold aliened, and Conveyed unto the said Martin all right title Claim or interest which they or either of them have or may have in and to the said lands Slaves and other property more particularly the right of Dower of the said Margaret Ann in and to the said lands Slaves and other property to have and to hold the said lands Slaves and other property to him the said Martin his heirs and assigns forever as well for the use of him the said Martin, as for the use of the heirs and assigns of the said Lewing forever —

Witness the hands and seals of the said Smith H. and Margaret Ann on the day and year above written.

S. H. Semple Seal
Margaret A. Semple Seal

State of Tennessee } Personally appeared before me James Rucks one of the Judges
Davidson County } of the Circuit Courts in the State of Tennessee Smith H. Sample and Margaret Ann Sample the bargainors in the foregoing deed to Peter P. Martin with whom bargainors I am personally acquainted, and they acknowledged they executed the said deed for the purposes therein contained — And the said Margaret Ann Sample the wife of the said Smith H. having also appeared before me also by me examined separately and apart from her husband, and she acknowledged the execution of said deed to have been made by her freely voluntarily and understandingly without compulsion or restraint by her husband and for the purposes therein expressed, and that she is willing that said deed be registered & recorded according to Law,

In Witness Whereof I have hereunto set my hand & seal this 23d May 1839

James Rucks {Seal}

State of Tennessee } Personally appeared before me James Rucks a Judge of the
Davidson County } Circuit Court of Law for the Sixth Judicial District in the State of Tennessee the before named Smith H. Sample and Margaret Ann Sample the bargainors in the deed dated the 3d day of November 1835 from them to Peter P. Martin and Milton P. Ewing for lands in Madison County in the State of Mississippi and Certain Negro Slaves as specified in the foregoing deed, with which bargainors I am personally acquainted and who acknowledged they executed the said deed for the purposes therein contained,

And Margaret Ann Sample the wife of the said Smith H. having also personally appeared before me was examined by me separately and apart from her husband and she acknowledged the execution of said deed to have been done by her freely voluntarily and understandingly without compulsion or restraint by her husband, and for the purposes therein expressed. and that she is willing that the same should be recorded and registered according to the laws of the State of Mississippi

In Witness Whereof I have hereunto set my hand and seal this twenty third day of May One thousand Eight hundred & thirty Nine at Nashville in the County of Davidson & State of Tennessee

James Rucks {Seal}

State of Tennessee } I Newton Cannon Governor of the State aforesaid
Executive Department } do hereby Certify that James Rucks whose signature is annexed to the foregoing Certificate is now and was at the time of signing the same 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 the 23 day of May A.D. 1839

{Seal}

N. Cannon

By the Governor
Luke Lea
Secretary of State

vvv

Mennecan Hunt
Deed Trust
Foote & Henderson

Received for Record 23rd October & Recorded 8th December 1839
The State of Mississippi
Madison County

This Indenture made and entered into this the fifteenth day of September A.D. Eighteen hundred and thirty nine between Mennecan Hunt of the County of Milam in the Republic of Texas of the first part and Henry S. Foote of the County of Harrison and Republic aforesaid, and James P. Henderson of Winnebago County in said Republic of the second part Witnesseth That Whereas the said Mennecan Hunt is indebted to Benjamin S. Hicks of the County of Madison and State of Mississippi in the sum of Six thousand eight hundred & three dollars and thirty three cents, which said debt consists of two Promissory Notes, the one for the sum of two thousand Six hundred and fifty five Dollars and thirty three cents executed by the said Hunt to the said Hicks on the ninth day of June A.D. Eighteen hundred and thirty eight, and due on the Ninth day of December of the same year, the other for the sum of four thousand two hundred and forty eight dollars executed by the same on the fifteenth day of September A.D. eighteen hundred and thirty nine due Six Months after date & payable to same. Now therefore in Consideration of the premises — the better to secure the payment of the said Notes, and for the further consideration of four dollars to him in hand paid by the said Henry S. Foote and James P. Henderson the receipt whereof is hereby acknowledged, he the said Mennecan Hunt of the County & Republic aforesaid hath bargained and sold and by these presents doth hereby bargain sell and convey unto the said Henry S. Foote & James P. Henderson the following slaves to wit, Henry, David, William, Jessy, Charity, Henry Jr. Ann, Celia and with their increase, to have and to hold to them and their heirs forever or the survivor of them or the heirs of such survivor expressing no trusts expressed — But upon trust nevertheless to the intent and purpose that unless the said Hunt his agent or attorney or legal representative shall well & fully pay and satisfy the aforementioned notes to the said Benjamin S. Hicks his heirs or assigns or such other person or persons as he or they shall appoint and direct in Current funds of the City of New Orleans on or before the fifteenth day of January A.D. eighteen hundred and forty one, the said Henry S. Foote and James P. Henderson or the survivor of them or the heirs of such survivor are empowered and they are hereby authorised and required first giving sixty days notice thereof to proceed to sell to the highest bidder or bidders for Cash the said slaves, and to apply the proceeds thereof to the satisfaction of the aforementioned Notes — and to pay the surplus if any — unto the hands of the said Hunt his heirs or assigns or to such other person or persons as he or they shall appoint & direct. The said Hunt however in the mean time, and the same is hereby stipulated & agreed between the parties — reserves to himself and for his proper use and benefit, the hire of said slaves, as also the privilege of removing them at pleasure from formerly the County to said Republic according as his interest or convenience may require, But if as is contemplated in the premises the said Hunt his heirs or assigns shall well and fully pay and satisfy the aforementioned Notes on or before the said fifteenth day of January A.D. Eighteen hundred and forty One to the said Hicks his heirs or assigns then and in that case the foregoing (deed) is to become null & of no effect. Otherwise to remain in full force and virtue — In testimony Whereof I have hereunto set my hand & affixed my seal the day and date above written.

Witness
J.B. Howcott
B. L. Phillips

Mennecan Hunt [Seal]

The State of Mississippi
Madison County ss

Personally appeared before me John S. Cameron Clerk of the Probate Court of said County John B. Howcott one of the subscribing

Witnesses to the foregoing Deed who being duly sworn do depose and said that he saw Meunecan Hemit whose name is subscribed thereto sign seal and deliver said Deed on the day and year therein mentioned that he then witnessed together with R. L. Phillips the other subscribing witness subscribed their names thereto as such in presence of said Hemit and in presence of each other on the day and year aforesaid

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

John T. Lemmon Clerk

Seal

S. M. Hounsey Sheriff } Received for Record 7th November Recorded 3rd December 1839
Deed
Wm. T. Crisk } This Indenture, made and entered into this fifteenth day of September Anno Domini One thousand Eight hundred and thirty nine between Samuel M. Hounsey, Sheriff of Madison County, Mississippi, of the first part, and William T. Crisk of the second part. Witnesseth that whereas judgment was rendered by the Circuit Court of the County of Madison against Gibson G. Coldwell in the following cases viz: at the Fall Term 1836 of said Court, one in favor of Enoch Gorsch for $987.75/100, one at the Spring Term 1838 of said Court in favor of Edmund B. Fox for $206.54/100 & one in favor of E. H. Clark for $81.43 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 aforesaid, commanding him that of the goods and Chattels lands and tenements of the aforesaid Gibson G. Coldwell he cause to be made the sums of Money mentioned in said Writs of Fieri facias, to render to the said Plaintiffs at the fall Term A.D. 1839 of the said Court, and the said Sheriff in Conformity of the Command of said Writs proceeded on the thirteenth day of July A.D. 1839 to levy the aforesaid Writs of Fieri facias on the following described tract or parcel of land as the property of the aforesaid defendant, lying and being in the County of Madison aforesaid known as the North East quarter, of section No Twenty five and the South East quarter and the West half of the North East quarter of section No Twenty four of Township No Eight of Range No Two East, and West half of the South West quarter of section No Eighteen and the West half of the North West quarter of section No Nineteen of Township No Eight of Range No Three East, Containing five hundred and forty three 53/100 acres More or less. Situate in Madison County Choctaw District of land West of Pearl River offered for sale at Mount Salus Mississippi. Containing by estimation 543.53/100 acres in the same manner & &c. and the said Sheriff proceeded to advertise the same for thirty days previous to the Seventh day of September A.D. 1839 in the Madison Whig Advocate, a Public 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. Hounsey 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 William T. Crisk by his agent S. Coldwell appeared and bid Nine dollars per acre which was more than any other person did or would bid. Now therefore for and in Consideration of the aforesaid sum of Nine Dollars per acre to me in hand paid, the receipt whereof is hereby acknowledged I Samuel M. Hounsey Sheriff as aforesaid

by virtue of the authority vested in me as Sheriff do hereby bargain sell and convey to the aforesaid Frisbie all the right title interest and claim of the aforesaid Sidwell 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 Sidwell his heirs executors and administrators.

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

The State of Mississippi } W. M. Flowers Sheriff {Seal}
Madison County ss } Personally appeared before me John T. Cameron Clerk of the Probate Court of said County the within named Grantee, W. M. Flowers Sheriff &c 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 as Sheriff &c

{Seal} Given under my hand and seal of office at Canton this 7th day of November A.D. 1839

John T. Cameron Clerk

Wm M. Gwin Marshal &c Received for Record 2nd November & Recorded 3rd December 1839
Deed

Joseph B. Smith } This Indenture made and entered into this first day of September in the year of our Lord one thousand eight hundred and thirty nine between William M. Gwin Marshal of the Southern District of Mississippi of the one part and Joseph B. Smith of the other part, Witnesseth Whereas a Writ of Fieri Facias duly issued from the Circuit Court of the United States for the Southern District of Mississippi directed to the said Marshall at the suit of N. Norton &c against the goods and chattels lands and tenements of Daniel Moore William Dear and John Gamble late under the firm of Moore Dear &c for the sum of fifteen hundred and thirty four and 80/100 dollars which said Writ of Fieri facias was levied on the 1st day of July A.D. 1839 on the following described tract or lot of ground lying and being in the County of Madison and State of Mississippi and described as follows viz adjoining the Town of Canton Bounded as follows. Beginning at the South East Corner of the North half of West half of South East quarter of Section 24 T. 11 Range 2 East, running thence North 28 yards to a stake thence West 194 yards to a stake, thence South 28 yards to a stake, thence East to the beginning Containing one acre be the same more or less with the appurtenances, as the lands and tenements of the above named defendant Daniel Moore, and the said Marshal having given thirty days previous notice that the above described lot or parcel of ground would be sold at public auction by virtue of said Writ of Fieri facias on the first day of September 1839 between the hours of eleven O'clock A.M and five O'clock P.M, of said day at the Court house of Madison County and at the same time and place offer said premises for sale at public auction and the said Joseph B. Smith being by the second part then and there appeared and bid for the premises the sum of one hundred and fifty 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 Joseph B. Smith he being the highest and best bidder therefor – Now this Indenture

Witnesseth that the said William M. Gwin Marshal as aforesaid, for and in Consideration of the Premises and of the sum of One hundred and fifty dollars to him the said Marshal in hand well and truly paid by the said Joseph B. Smith at and before the sealing and delivery hereof the receipt whereof is hereby acknowledged hath this day granted, bargained, sold aliened and conveyed and by these presents doth grant, bargain sell alien and convey unto the said Joseph B. Smith his heirs and assigns forever all and singular the before described premises hereditaments, privileges and appurtenances thereunto belonging or in any wise appertaining, To Have and to Hold the said Premises Privileges and appurtenances, and all the right interest title or Claim both at Law and in Equity of him the said Samuel Mazze the above named defendant of, in or to the same unto the said Joseph B. Smith his heirs and assigns forever —

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

Wm M. Gwin

Attest

J. J. Cook

Marshal of the Southern District of Mississippi

The State of Mississippi } Personally appeared before me John D. Cameron Clerk of
Madison County } the Probate Court of said County John J. Cook the subscribing Witness to the within and foregoing Deed who being duly sworn deposed and said that he saw William M. Gwin Marshal (whose name is subscribed thereto) sign seal and deliver said Deed on the day and year therein mentioned, that he then deponent subscribed his name thereto as a Witness in presence of said Gwin on the day and year aforesaid —

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

[seal]

John D. Cameron Clerk

William M. Gwin Marshal
Deed
Bacon & Offutt

Received for Record 31st October & Recorded 4th December 1839

This Indenture Made and entered into this 31st day of October in the year of our Lord One thousand eight hundred and thirty nine Between William M. Gwin Marshal of the Southern District of Mississippi of the One part, and William Bacon and Henry N. Offutt of the other part Witnesseth: Whereas a Writ of Fieri Facias lately issued from the Circuit Court of the United States for the District of Mississippi directed to the said Marshall, at the suit of Thomas Barrett against the goods and Chattels lands and tenements of James P. Clark, John Germany & John Smith for the sum of Twenty five hundred & fifty two 25/100 dollars and which said Writ of Fieri facias was levied on the 28th Day of September A.D. 1839 on the following described tract or Parcel of land situate and being in the County of Madison and State of Mississippi known and designated as the West half of North East quarter and East half of South West quarter of Section Seventeen the South West quarter of Section Seventy, and West half of North West quarter and East half of North West quarter of Section Seventeen all in Township Eleven Range four East. Containing by estimation four hundred and Eighty acres be the same more or less. with the appurtenances, as the lands and tenements of the above named defendants James P. Clark John Germany & John Smith —

and the said Marshal having given thirty days previous notice that the above described lands would be sold at Public auction by virtue of said writ of Fieri facias on the day and year first above written between the hours of eleven 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 Bacon & Henry A. Offutt, Party of the second part, then and there appeared and bid for the Premises the sum of four hundred forty two & 00/100 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 Bacon & Henry A. Offutt then being the highest and best bidders therefor, Now this Indenture Witnesseth that the said Wm. M. Grove Marshal as aforesaid, for and in Consideration of the Premises and of the said sum of four hundred & forty two & 00/100 dollars to him the said Marshal in hand well and truly paid by the said William Bacon & Henry A. Offutt at and before the sealing and delivery hereof the receipt whereof is hereby acknowledged, hath this day granted, bargained, sold, aliened and Conveyed, and by these Presents doth grant, bargain sell alien and Convey unto the said William Bacon & Henry A. Offutt their heirs and assigns forever, all and singular the before described Premises hereditaments, Privileges and appurtenances thereunto belonging or in any wise appertaining. To Have and to hold the said Premises Privileges and appurtenances, and all the right interest title or Claim both at law and in equity of them the said Barnes & Clark, John Gormany Jr & John Smith the above named defendants of in or to the same, unto the said William Bacon & Henry A. Offutt their heirs and assigns forever. In Witness whereof the said William M. Grove Marshal as aforesaid, hath hereunto set his hand and seal the day and year first above written

Attest

J. J. Cook

Wm M. Grove (Seal)

Marshal of Northern District of Mississippi

The State of Mississippi } Personally appeared before me John J. Cameron Clerk
Madison County } of the Probate Court of said County John J. Cook the subscribing witness to the written and foregoing Deed who being duly sworn deposed and said that he saw William M. Grove Marshal (whose name is subscribed to the said Deed) 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 Grove on the day and year aforesaid

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

John J. Cameron Clerk

Wm M. Grove (Marshal) Deed
W. P. Anderson } Received for Record 2nd November & Recorded 4th December 1839

This Indenture made and entered into this first day of July in the year of our Lord One thousand eight hundred and thirty nine between William M. Grove Marshal of the Northern District of Mississippi of the one part, and William P. Anderson of the other part Witnesseth Whereas a writ of Fieri facias lately issued from the Circuit Court of the United States for the Northern District of Mississippi directed to the said Marshal at the suit of Kendrick Taylor against the goods and Chattels, lands and tenements of

for John Shrock & others for the sum of Two thousand four hundred and forty and 03/100 dollars, which said writ of Fieri facias was levied on the first day of May A.D. 1839 on the following tract or parcel of land situate lying and being in the County of Madison and State of Mississippi and known and designated as the East half of the fourth East quarter of Section thirty three, and West half of fourth West quarter of Section thirty four in Township Twelve Range five East Containing One hundred and fifty acres be the same more or less. with the appurtenances, as the lands and tenements of the above named defendants, and the said Marshal having given thirty days previous notice that the above described lands would be sold at Public auction by virtue of said Writ of Fieri facias on the first day of July 1839 between the hours of Eleven O'Clock A.M. and five O'Clock P.M. of said day at the Court House of Madison County did, at the same time and place offer said Premises for sale at Public auction and the said William P. Anderson being the second part. then and there approved and bid for the Premises the sum of One hundred and seventy 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 P. Anderson he being the highest and best bidder therefor, Now This Indenture Witnesseth that the said William M. Gwin Marshal as aforesaid for and in Consideration of the premises, and of the said sum of One hundred and seventy dollars to him the said Marshal in hand well and truly paid by the said William P. Anderson at and before the sealing and delivery hereof the receipt whereof is hereby acknowledged hath this day granted, bargained, sold, aliened, and conveyed, and by these presents doth grant bargain sell alien and convey unto the said William P. Anderson his heirs and assigns forever, all and singular the before described premises hereditaments, Privileges and appurtenances thereunto belonging or in any wise appertaining. To Have and to hold the said Premises, Privileges and appurtenances and all the right interest title or Claim both at law and in Equity of them the said John Shrock & others the above named defendants of in or to the same, unto the said William P. Anderson his heirs and assigns forever,

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

Attest,

J. J. Peck

Wm. M. Gwin

Marshal of the Southern District of Mississippi

The State of Mississippi, Personally appeared before John H. Cameron Clerk Madison County ss of the Probate Court of said County John J. Peck the subscribing witness to the within deed who being duly sworn deposed and said that he saw William M. Gwin Marshal whose name is subscribed to the within deed sign seal and deliver said deed on the day and year therein mentioned, that he then personal subscribed his name as a witness thereto in presence of said Gwin on the day and year aforesaid,

Given under my hand and seal of Office at Canton this 2d day of November A.D. 1839

{seal}

John H. Cameron Clerk

vvv

Wm M. Gwin Marshal } Received for Record 2nd November & Recorded 4 December 1839
Deed
Barnabas Herod

This Indenture made and entered into this first day of July in the year of our Lord One thousand eight hundred and thirty nine between William M. Gwin Marshal of the Southern District of Mississippi of the one part and Barnabas Herod of the other part Witnesseth Whereas a writ of Fieri facias lately issued from the Circuit Court of the United States for the District of Mississippi directed to the said Marshal at the suit of Henderson Snyder against the goods and Chattels, lands and tenements of John Shook & others, for the sum of two thousand four hundred & forty 22/100 Dollars and costs which said writ of Fieri Facias was levied on the first day of May 1839 on the following discribed tract or parcel of land situate lying and being in the County of Madison and State of Mississippi Township Range East, containing by estimation one hundred & fifty acres be the same more or less with the appurtenances, to the lands and tenements of the above named defendants, and the said Marshal having given thirty days previous notice that the above described lands would be sold at Public auction by virtue of said writ of fieri facias on the day and year first above written, between the hours of Eleven 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 Barnabas Herod party of the second first time and there appeared and bid for the premises the sum of One hundred & Seventy 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 Barnabas Herod he being the highest and best bidder therefor, Now This Indenture Witnesseth that the said Wm M. Gwin Marshal as aforesaid, for and in consideration of the premises and of the said sum of One hundred and seventy dollars to him the said Marshal in hand well and truly paid by the said Barnabas Herod at and before the sealing and delivery hereof the receipt whereof is hereby acknowledged, hath this day granted bargained and sold aliened and Conveyed and by these Presents do the grant, bargain sell alien and Convey unto the said Barnabas Herod his heirs and assigns forever all and singular the before discribed premises hereditaments, Privileges and appurtenances thereunto belonging or in any wise appertaining. To have and to hold the said premises Privileges and appurtenances, and all the right interest title or Claim both at law and in Equity of them the said John Shook & others the above named defendants of in or to the same unto the said Barnabas Herod 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

Attest
J. Cook } Wm M Gwin {Seal}
Marshal Southern District of Mississippi

The State of Mississippi } Personally appeared before me John T. Cannon Clerk of the
Madison County ss } Probate Court of said County John T. Cook the witness
Witnesses to the written deed who being duly sworn deposed and said that he saw William M. Gwin Marshal & whose name is thereto subscribed sign seal and deliver said deed on the day and year therein mentioned — that he then & there subscribed his name thereto as a Witness in presence of said Gwin

on the day and year therein mentioned—

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

{Seal}

John T. Cameron Clk

Benjamin Little } Received for Record & Recorded 4th December 1839
Revocation of Power att }
Lesse Mack

Know all Men by these Presents that I Whereas I Benjamin Little of the County of Madison & State of Mississippi did on the 12th day of March 1838 execute to Lesse Mack a Power of Attorney to dispose of any interest in Certain lands and Slaves & other personal property then being in said State and which was held in partnership with one Joseph Mack who shortly thereafter departed this life— said Power of Attorney was Recorded in the Probate Court of said County upon acknowledgement made by me on the 15th March 1838 & was Recorded on the 5th of April 1838 in Book E on page 420 Now I the said Benjamin Little for good Causes to me appearing do utterly and to every intent and purpose revoke the said power by the said power of attorney conferred upon the said Lesse Mack and resume the same to every extent

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

Attest
Wm. Peley

Benj. Little {Seal}

The State of Mississippi } Personally appeared before me John T. Cameron
Madison County } Clerk of the Probate Court of said County the above named Benjamin Little who acknowledged that he signed sealed and delivered the foregoing revocation 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 4th day of December A.D. 1839

{Seal}

John T. Cameron Clk

S. M. Flournoy Shff } Received for Record 2nd & Recorded 25th December 1839
vs
Nath. M. Taylor

This Indenture made and entered into this second day of November Anno Domini One thousand Eight hundred and thirty nine between Samuel M. Flournoy Sheriff of Madison County Mississippi of the first part, and Nathaniel M. Taylor of the second part Witnesseth that Whereas Judgment was rendered by the Circuit Court of the County of Madison aforesaid against Gideon Bass in the following Case, Viz: at the April Term 1837 of said Court in favor of Wilkins Speights for $5088.87 cts which Execution is found against said Gideon Bass which was bended by Gideon Bass & Wm. A. Robinson & R. R. Bass Securities for the above amount of $5088.87 cts which Bond was forfeited and Execution is found against said Bass & Securities for the above amount, with interest at the rate of Eight per Cent per annum from date until paid and Cost of suit, And Whereas writ of fieri facias is found from the office of the Clerk of Circuit Court aforesaid directed to the Sheriff of Madison County aforesaid, Commanding him that of the goods and Chattels

lands and tenements of the aforesaid ~~Cedan~~ Bap. Robinson, & R. Bap the Cause to be made the sum of Money mentioned in said Writ of Fieri Facias, to satisfy 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 24th day of August A.D. 1839 to levy the aforesaid Writ of Fieri Facias on the following described tract or parcel of land as the property of the aforesaid defendant lying and being in the County of Madison aforesaid Known as the East half of the South East quarter

West half of South East quarter of Section Seventeen Township Seven Range Two East, Containing by estimation 159 15/100 acres be the same more or less and the said Sheriff Proceeded to advertise the same for thirty days previous to the Seventh day of October A.D. 1839 in the Madison Whig Advocate, a Public News-paper printed in the Town of Canton Miss. the aforesaid land for sale at the front House door in the Town of Canton aforesaid and the said Samuel M. Flournoy Sheriff as aforesaid also proceeded on the seventh day of October A.D. 1839 to offer the same for Sale at the front house door aforesaid to the highest bidder for Cash and Nathan A. Taylor appeared and bid four Dollars twelve & 1/2 Cents per acre which was more than any other person did or would bid. Now Therefore for and in Consideration of the aforesaid sum of four Dollars and twelve & 1/2 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 Taylor all the right title interest and Claim of the aforesaid Bap in and to the aforesaid tract or parcel of land together with all and singular the appurtenances thereunto belonging or in anywise appertaining to have and to hold the same forever, free from the said Bap his heirs Executors and administrators

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

S. M. Flournoy Sheriff {Seal}
By S. A. Adams.

The State of Mississippi }
Madison County } Personally appeared before me Robert J. Cameron Clerk of the Probate Court of said County the above named Samuel M. Flournoy Sheriff &c by his deputy S. A. Adams and acknowledged that he signed sealed and delivered the foregoing Deed on the day and year therein mentioned as his act and deed.

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

{Seal}

John J. Cameron Clerk

S. M. Flournoy Shff
Deed
Planters Bank } Received for Record 2nd November Recorded 16th December 1839

This Indenture Made and entered into this twenty first 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 the President Directors & Company of the Planters Bank of the State of Mississippi of the second part. Whereas the Whereas Judgement was rendered by the Circuit Court of the County of Hinds aforesaid against William F. Smith & Peter C. Gorey in the following Case, viz at the November Term 1836 of said Court in favor of the Planters Bank for $11372.95 on which

Execution issued against said Wm. F. Smith & Gorey, which was bonded by Wm. F. Smith with Nathan Bryant security which Bond was forfeited and Execution issued against Wm. F. Smith and Nathan Bryant for the above amt of ($11,372.95) Eleven thousand three hundred and seventy two dollars and ninety five cents 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 aforesaid Commanding him that of the goods and Chattels, lands and tenements of the aforesaid William F. Smith & Nathan Bryant he Cause to be made the sum of Money mentioned in said Writ of Fieri facias, to render to the said Plaintiffs at the fall Term A.D. 1839 of said Court, and the said Sheriff in Conformity of the Commands of said Writ Proceeded on the 16th day of September A.D. 1839 to levy the aforesaid Writ of Fieri Facias on the following described Tract or Parcel of land as the property of the aforesaid Defendant, lying and being in the County of Madison aforesaid Known as the S.W¼ sec 10. Township 11 Range 4 East, S.W¼ sec 6 Township 11 Range 4 East, W½ N.E¼ sec 9. S.W¼ sec 9. E½ N.E¼ sec 9 E½. S.E¼ sec 8. E½ N.E¼ sec 17. Township 11 Range 4 East, Containing 880 acres (E½ S.W¼, N½ W½. S.W¼ Sec 12 Township 11 Range 3 East) Containing 117 acres. Containing by estimation 917 acres, be the same more or less, and the said Sheriff Proceeded to advertise the same for thirty days previous to the 21st day of October A.D. 1839 in the Madison Whig Advocate a Public 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 Sammel M. Flournoy Sheriff as aforesaid, also Proceeded on the 21st day of October A.D. 1839 to offer for sale at the Court House door aforesaid, to the highest bidder for Cash and the Planters Bank by their agent N. Scarr, appeared and bid four 25/100 dollars per acres which was more than any other person did or would bid Now Therefore for and in Consideration of the aforesaid sum of Four 25/100 dollars per acres to me in hand paid the receipt whereof is hereby acknowledged I, Sammel M. Flournoy Sheriff as aforesaid, by virtue of the authority vested in me as Sheriff do hereby bargain sell and Convey to the aforesaid President Directors &c all the right title, interest and Claim of the aforesaid Wm. F. Smith 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 Smith his heirs Executors and Administrators

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

S. M. Flournoy Sheriff {L.S.}

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

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

{Seal}

John T. Cameron Clerk

S. M. Flournoy Shff } Received for Record 4th November & Recorded 11th December 1839.
Deed
Ingram & Higgins }

This Indenture Made and entered into this twenty first 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 N. L. Ingram & J. B. Higgins of the second part Witnesseth. That Whereas Judgment was rendered by the Circuit Court of the County of Madison aforesaid against E. H. Hibbey & E. M. Aldrich in the following Case viz at the Spring Term 1838 of said Court and in favor of Stuart & Mitchell for $125. 70. with interest at the rate of Eight per Cent Per Annum, from date until paid and Cost of suit, and Whereas Writ of Fieri facias issued from the office of the Clerk of Circuit Court aforesaid directed to the Sheriff of Madison County aforesaid, Commanding him that of the goods and Chattels lands and tenements of the aforesaid E. H. Hibbey & E. M. Aldrich in Chancery he should 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 18th day of August A.D. 1839 to levy the aforesaid Writ of Fieri Facias on the following described tract or Parcel of land as the Property of the aforesaid Defendants — lying and being in the County of Madison aforesaid. Known as the South East half of South East quarter of Section Fourteen, and the South half of the South West quarter Section Thirteen Township Ten Range four East. Containing by estimation 120 ~~80~~ 90 acres be the same More or less And the said Sheriff Proceeded to advertise the same for thirty days Previous to the 21st day of October A.D. 1839 in the Madison Whig advocate a Public Newspaper Printed in the Town of Canton Miss. the aforesaid land for sale at the Court house door in the Town of Canton aforesaid And the said Samuel M. Flournoy, Sheriff as aforesaid also Proceeded on the 21st day of October A.D. 1839 to offer the same for sale at the Court house door aforesaid to the highest bidder for Cash and N. L. Ingram & J. B. Higgins appeared and bid fifty dollars per acre, which was more than any other person did or would bid. Now Therefore for and in Consideration of the aforesaid sum of fifty dollars 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 Ingram & Higgins all the right title interest and Claim of the aforesaid Hibbey & Aldrich 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 Hibbey & Aldrich their heirs Executors and administrators

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

The State of Mississippi } S. M. Flournoy Sheriff {Seal}
Madison County ss } Personally appeared before me John T. Cameron Clerk of the Probate Court of said County Samuel M. Flournoy Sheriff &c 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 4th Day of November A.D. 1839

{Seal}

John T. Cameron Clerk

William Faris } Received for Record & Recorded 12th December 1839
Bill Sale
H. R. W. Weill } Received of H. R. W. Weill the sum of Ten thousand dollars of lawful money for the following Negroes to Wit Burrell a man of black Complexion a girl about 20 years Alfa a Yellow man aged 28. Sally of black Complexion. Billy a Blacksmith of dark Complexion and Jimmy his wife. Harriet Tony Stephen Ellipsy Little Harriet, Tom Harrison. Sampson. Siggy. Jane and Fanny to Have and to hold said Negroes with Appurtenances to the only proper use, benefit and behoof of the said H. R. W. Weill his heirs and assigns forever. And I hereby warrant the said Negroes to be slaves for life.

In testimony Whereof I have hereunto set my hand and affixed my seal on this 12th day of December 1839

William Faris {seal}

The State of Mississippi }
Madison County ss } Personally appeared before me John T. Cameron Clerk of the Probate Court of said County the above named William Faris who acknowledged that he signed sealed and delivered the forgoing 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 12th Day of December A.D. 1839

John T. Cameron Clerk

William Faris } Received for Record & Recorded December 13th 1839
Bill Sale
Sarah D. Rufell } Received of Sarah D. Rufell seven hundred & fifty Dollars in full of a Negro boy named Peter aged about seven years & Eliza aged 12 years I have for life the right and title of said Negroes I warrant and defend from all other Claims Given under my hand and seal this 12th day of December 1839

William Faris {seal}

Attest Harrison Jordan
& B. H. Ryan }

The State of Mississippi }
Madison County ss } Personally appeared before me John T. Cameron Clerk of the Probate Court of said County the above named William Faris who acknowledged that he signed sealed and delivered the forgoing 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 13th Day of December A.D. 1839

John T. Cameron Clerk

Phillip R. Haley } Received for Record & Recorded 12th December 1839
Bill Sale
Sarah D. Rufell } Received of Sarah D. Rufell Eighteen hundred Dollars in full for the Purchase of Two Negroes (Tony) Gibert and Rebecka the right title Claim and interest of said Negroes I Warrant and free from the Claims of all Persons whatsoever. I also Warrant said Negroes slaves for life.

Given under my hand and seal this 10th of July 1839

Phillip R. Haley

William Faris }
R. H. Cotteran }

The State of Mississippi } Personally appeared before me John T. Cameron Clerk of the Probate
Madison County ss } Court of said County Philip Healy who acknowledged that he signed
sealed and delivered the attached 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 12th Day of December A.D. 1839

John T. Cameron Clerk

Saml. V. Mitchell } Received for Record 11th November & Recorded 12th December 1839
to
Wm. L. Balfour } Know all men by these Presents that I Saml. V. Mitchell of Madison
County and State of Mississippi in Consideration of the sum of Three hundred & forty
three Dollars, thirty three Cents to me paid by William L. Balfour of the same County & State
the receipt whereof I do hereby acknowledge do by these Presents grant bargain sell
and convey unto the said William L. Balfour his heirs and assigns a certain Lot or
parcel of land lying and being in the Town of Canton and County and State aforesaid
and described as follows, Viz. Commencing at the Corner of Main & Crop Streets on the North
side of Crop Street and running North one hundred feet, thence West one hundred feet,
thence South eighty five feet, thence East fifteen feet thence South fifteen feet, thence East eighty
five feet to the first mentioned Place, together with all the Privileges and appurtenances to
the said Land in anywise appertaining & belonging, To have & hold the above granted premises
to the said William L. Balfour his heirs & assigns to his own and their proper power, and I the
said Saml. V. Mitchell for myself my heirs Executors & administrators do Covenant with
the said William L. Balfour his heirs & assigns that I am lawfully seized in fee of the afore-
granted Premises, that they are free from all incumbrances; that I have good right to sell and
convey the same to the said William L. Balfour, and that I will & my heirs & executors shall
warrant and defend the same to the said William L. Balfour his heirs & assigns against
all Persons whatsoever, And Elizabeth Ann wife of the said Saml. V. Mitchell in con-
sideration of One Dollar to her paid, the receipt whereof she doth hereby acknowledge
doth hereby release to the said William L. Balfour his heirs & assigns all her right &
title of Dower in the aforesaid Premises,

In Testimony whereof I the said Saml. V. Mitchell & Elizabeth Ann my
wife have hereunto set our hands & seals this twenty fifth day of October A.D. 1839

Saml. V. Mitchell [Seal]
E. A. Mitchell [Seal]

State of Mississippi }
Madison County } Personally appeared before me James Priestley a Justice of the Peace
of the said County the above named Saml. V. Mitchell who acknowledged that he signed
sealed & delivered the foregoing deed on the day and year therein mentioned as his act & deed
& on a private examination apart from his husband the within named Elizabeth Ann
Mitchell acknowledged that she signed sealed & delivered the foregoing deed on the
day & year aforesaid as her voluntary act & deed freely without any fear threats or
compulsion from her husband,

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

James Priestley J.P. [Seal]

S. M. Flournoy Sheriff } Received for Record 3rd November & Recorded 12th December 1839
Deed
Peyton Sutherland } This Indenture, made and entered into this fifth day of November Anno Domini One thousand Eight hundred and thirty nine between Samuel M. Flournoy Sheriff of Madison County Mississippi, of the first part, and Peyton Sutherland of the second part witnesseth that Whereas Judgement was rendered by the Circuit Court of the County of Madison aforesaid against John Sutherland on the following Case viz: at the Spring Term 1838 of said Court in favor of Joshua C. Carter for the use of Crockett & Park for $144.73 upon which Judgement, Execution issued and was Bonded with Samuel Ford security and Execution again issued upon the forfeited Bond against said Sutherland and Ford for the above amount of $144.73) One hundred and forty four 73/100 Dollars with interest at the rate of Eight per Cent Per Annum from date until paid and Cost of Suit, and Whereas Writ of Fieri Facias issued from the Office of the Clerk of Circuit Court aforesaid directed to the Sheriff of Madison County aforesaid, commanding him that of the goods and Chattels Lands and Tenements of the aforesaid Sutherland & Ford 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 that command of said Writ Proceeded on the 24th day of August A.D. 1839 to levy the aforesaid Writ of Fieri Facias on the following described tract or parcel of land as the property of the aforesaid defendant, lying and being in the County of Madison aforesaid (Thus viz) the North West quarter Section Two, East half North East quarter section Three Township Ten Range five East, Containing by estimation one hundred & forty acres, be the same more or less. and the said Sheriff Proceeded to advertise the same for thirty days Previous to the Seventh day of October A.D. 1839 in the Madison Mail Advocate, a Public News paper printed in the Town of Canton Miss. the aforesaid land for sale at the Court House door in the Town of Canton aforesaid, and the said Samuel M. Flournoy Sheriff as aforesaid also Proceeded on the Seventh day of October A.D. 1839 to offer the same for sale at the Court House door aforesaid to the highest bidder for Cash and Peyton Sutherland appeared and bid for Eighty Dollars, which was more than any other Person did or could bid.

Now Therefore for and in Consideration of the aforesaid Sum of Eighty Dollars, the 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 Peyton Sutherland all the right title interest and Claim of the aforesaid John Sutherland 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 John Sutherland his heirs Executors and administrators,

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

S. M. Flournoy Sheriff [Seal]
By S. A. Adams D.S.

The State of Mississippi }
Madison County ss } Personally appeared before me John T. Lamison Clerk of the Probate Court of said County Samuel M. Flournoy Sheriff by his Deputy S. A. Adams who acknowledged that he signed sealed and delivered the

within Deed on the day and year therein mentioned as his act and Deed

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

John T. Cameron Clerk

Saml Hamblin Shff } Recd for Record 13th & Recorded 13th December 1839
Deed
Peyton Sutherland } This Indenture made and entered into this second day of December Anno Domini One thousand Eight hundred and thirty nine between Samuel Hamblin Sheriff of Madison County, Mississippi of the first part, and Peyton Sutherland of the second part. Whereas Judgment was rendered by the Circuit Court of the County of Madison aforesaid against William Sutherland in the following Case viz: at the February Term 1839 of said Court in favor of Charles B. Howard and against William Sutherland for the sum of Twenty five Dollars and 25/ Cents for costs of suit, of which the said William Sutherland was convicted, and whereas a Writ of Fieri Facias issued from the Office of the Clerk of Circuit Court aforesaid, directed to the Sheriff of Madison County aforesaid Commanding him that of the goods and Chattels lands and tenements of the aforesaid William Sutherland he cause to be made the sum of Money mentioned in said Writ of Fieri Facias to render to the said Plaintiff at the May Term A.D. 1840, of said Court, and the said Sheriff in the county of the Edmund of said writ Proceeded on the second day of March A.D. 1839 to levy the aforesaid Writ of Fieri Facias on a certain tract or parcel of land as the property of the aforesaid Defendant, lying and being in the County of Madison aforesaid, which was gone off by said William Sutherland to detain and there sold, to the said William Sutherland waiving the usual formalities of advertising as prescribed by law "To Wit" the undivided half of the following described tract or Parcel of land being the whole interest of the aforesaid William Sutherland in and to the same, viz: The North West quarter of Section Number 2, the East half of the North East quarter of Section Number 3, and the West half of the North West quarter of Section Number 10. all in Township Number Five Range One East Containing by estimation 220 acres be the same more or less. And the said Samuel Hamblin Sheriff as aforesaid also Proceeded on the second day of December A.D. 1839 to offer the same for sale at the Court house Door aforesaid to the highest bidder for Cash, and Peyton Sutherland appeared and bid Sixteen Dollars, which was more than any other person did or would bid. Now therefore for and in Consideration of the aforesaid sum of Sixteen Dollars to me in hand paid, the receipt of which is hereby acknowledged, I, Samuel Hamblin Sheriff as aforesaid by virtue of the authority vested in me as Sheriff do hereby bargain sell and convey to the aforesaid Peyton Sutherland all the right title interest and Claim of the aforesaid Wm Sutherland 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 William Sutherland his heirs Executors and administrators.

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

The State of Mississippi
Madison County ss } Saml Hamblin Sheriff {Seal}
Personally appeared before me John T. Cameron Clerk of

the Probate Court of said County Samuel Hamblin Sheriff who acknowledged that he signed sealed and delivered the written 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 3d day of December A.D. 1839

Seal

Newton Cameron Clerk

S. M. Flournoy Sheriff } Received for Record 4th November & Recorded 13th December 1839
Deed
Daniel Sutherland }

This Indenture made and entered into this twenty eighth 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 Daniel Sutherland of the second part Witnesseth. That Whereas Judgment was rendered by the Circuit Court of the County of Madison aforesaid against Thomas Sanders in the following Case. Viz: at the Spring Term 1838 of said Court in favor of Roland Tucker for $1648.00 with interest at the rate of eight per cent per annum from date until paid and Cost of Suit. And Whereas writ of Fieri Facias issued from office of the Clerk of Circuit Court aforesaid directed to the Sheriff of Madison County aforesaid Commanding him that of the goods and Chattels Lands and Tenements of the aforesaid Sanders by Levying the Debt 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 described tract or Parcel of land as the Property of the aforesaid Defendant lying and being in the County of Madison aforesaid Towit as the South West quarter of the East half of North West quarter of Section Thirty two Township Five Range Two East Containing by estimation Two hundred & forty four 244 00 acres, be the same more or less, and the said Sheriff Proceeded to advertise the same for thirty days previous to the second day of September A.D. 1839 in the Madison Wing Advocate a Public Newspaper Printed in the Town of Canton Miss. the aforesaid land for sale at the Court house door in the Town of Canton aforesaid, and the said Samuel M. Flournoy Sheriff as aforesaid also Proceeded on the second 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 Daniel Sutherland appeared and bid three dollars per acre, which was more than any other person did or would bid. Now therefore for and in Consideration of the aforesaid sum of three dollars 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 Daniel Sutherland all the right, title interest and claim of the aforesaid Sanders in and to the aforesaid tract or parcel of land together with all and singular the appurtenances thereunto belonging or in any wise appertaining. To Have and to hold the same forever free from the said Sanders his heirs Executors and administrators.

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

S. M. Flournoy Sheriff Seal

The State of Mississippi } Personally appeared before me John T. Cameron Clerk of the
Madison County ss } Probate Court of said County Lemuel M. Flournoy Sheriff &c
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 4th day of November AD 1839

John T. Cameron Clerk

N. B. Whitehead
Mortgage
John M Boddie et al

Received for Record 4th November, Recorded 18th Dec 1839

This Indenture made this 4th day of November
one thousand eight hundred and thirty nine between Nathan B. White-
head of the County of Madison State of Mississippi of the one part and
John M. Boddie, Michael S. McKie, Thomas G. Mellen & 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 Whitehead have become bound together with him the said
Whitehead for the payment of a Bill of Exchange, two Promissory Notes thus
described by said Whitehead as payable to the Commonwealth Bank, A Bill of
Exchange drawn by the said Nathan B. Whitehead, endorsed by Richard H.
Austin & John M Boddie for five thousand Dollars or thereabouts and
accepted by Brander & Hanna and Wright of New Orleans, and due the
27th Feby 1839 or thereabouts, A Promissory Note drawn by the said
Whitehead, endorsed by the said Richard H. Austin & Thomas G. Mellen for
the sum of Thirteen thousand eight hundred Dollars or thereabouts, held by
Peter W. Nash & due 1st of January 1839 – Also a note drawn by the said
Whitehead endorsed by Michael S. McKie, James M. Baker & William
Williams for three thousand Dollars discounted in the Union Bank of
Mississippi in April 1839 and due nine or twelve Months thereafter
which said Bill of Exchange and notes are also described in a
Mortgage which was executed by the said Whitehead in favor of the said
parties of the second part on the 23rd of October 1839, recorded by John T.
Cameron Clerk of the Probate Court of Madison County State of Mississippi
for Record on the 25th of October 1839, this Mortgage being intended as
additional further security & indemnification to the Mortgage above mentioned
the said Bill of Exchange & Promissory 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 securities for the said Whitehead, and at his request, as aforesaid
he the said Whitehead further to Consider Secure them the said Parties of
the second part, against the 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 specified and described to him 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 Nathan B. Whitehead, for and
in Consideration of the Premises, and also for and in Consideration of the

The within deed of Mortgage was duly acknowledged by John M. Boddie & John M. Boddie Clerk of the Probate Court of Madison County, State of Mississippi to be his act and deed for the purposes therein mentioned & discharge the Mortgage therein mentioned from all liability as a lien, interest in the premises. Given under my hand & seal of office this 3rd day of January A.D. 1840

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, hath granted bargained and 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 Cotton and Corn raised by the said Whitehead during the year 1839 on the land Mortgaged by the said Whitehead to the Union Bank of Mississippi, which together with the stock was again Mortgaged in the Under Mortgage above mentioned to indemnify the said parties of the second part, a part of which has been gathered, the rest remaining in the field — 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 and notes, or the sum or 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 and 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 and Notes or either of them, that then and from thence forth this Indenture and the Estate hereby granted shall cease and be utterly void and of none effect any thing herein Contained to the Contrary notwithstanding.

In witness Whereof I have hereunto set my hand and affixed my Seal on the day and year above written.

N. B. Whitehead (Seal)

State of Mississippi }
Madison County } Personally appeared before me M. Clayes 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 4th November 1839

M. O. Clayes J. P.

Mary Buckner } Recorded for Record 4th November & Recorded 14th December 1839
Bond
Stacy & Marrin }

These Presents Witness that I Mary Buckner of the State of Tennessee am held and firmly bound unto George N. M. Stacy & Joseph Marrin in the Penal sum of Ten thousand Dollars to the payment of which well & truly to be made I bind myself my heirs Executors & assigns &c. Witness my hand & seal this fourth day of November A.D. 1839 —

The Condition of the above Obligation is that Whereas a Judgement was recovered by Mrs Buckner against the said Stacy & Marrin at a Circuit

Court of the United States at Jackson held on the first Monday of May A.D. 1838, in which Judgment was Bended to the next Term of said Court & the property of said Stacy & Murrow consisting of several Negroes & certain land to wit S½ of E½ N E¼ E½ N W¼ E½ S W¼ S½ W½ N E¼ of Section twenty nine, Township Eleven Range five East, W½ S W¼ section twenty eight, Township Eleven Range five East, was levied on & sold by the Marshal of the Southern District of Mississippi & the said Mary Buckner became the Purchaser of said land,

Now if the above named Stacy & Murrow shall well and truly deliver to Moby & Henderson at Canton Mississippi commencing on the first of December A.D. 1839 sufficient lumber to pay the balance of said Judgement, after the Credit of the sale of said Negroes & also a note against the said Stacy & Murrow in the hands of Wesley Greene for Collection, within twenty Months & shall also pay all the Costs of said Suit & of the surveying & sale of said lumber which is to be received at the price of Thirty five dollars per thousand Clear of sale & surveying & on the performance of the above Stipulations the said Mary Buckner shall well & truly convey to said Stacy & Murrow the above described land & shall also enter a Satisfaction of said Judgement, then this obligation to be void – otherwise to remain in full force –

In Presence of Lewis M Garrott
J. L. Mitchell

Mary Buckner {Seal}
By her Attorney D. M. Porter

The State of Mississippi } Personally appeared before me John S. Cameron Clerk of
Madison County } the Probate Court of said County Jacob L. Mitchell one of the subscribing Witnesses to the preceding Bond who being duly sworn deposed and said that he saw Jacob M. Porter as Attorney in fact for Mary Buckner whose name is subscribed thereto sign seal and deliver said Bond on the day and year therein Mentioned & that he this Deponent subscribed his name thereto as a Witness in Presence of said attorney and of Lewis M Garrott the other Subscribing Witness who signed the same as such in presence of said Porter & of this Deponent on the day & year aforesaid

Given under my hand and seal of Office at Canton this 6th day of November A.D. 1839
John S. Cameron Clerk

{Seal}

Bond proved & Filed
A & J. M. Healey

Received for Record 6th November & Recorded 14th December 1839

State of Mississippi
Madison County } Know all men by these presents that we Lyard Snead and Sarah Jane Snead wife of the said Lyard Snead have bargained sold and conveyed and do by these Presents bargain sell and convey to Alexander and James M. Healey all of the State and County aforesaid for and in consideration of the Sum of One thousand Dollars to us paid by the said Alexander & James M. Healey the receipt whereof is hereby acknowledged the following described Parcel of land to wit, The East half of the South East fourth of Section No Twenty one, Township No Eleven Range five East, Containing Eighty acres more or less lying and being situate in the State and County aforesaid. To have and to hold the above described tract of land to the said James M & Alexander Healey their heirs Executors and administrators and assigns forever, And the said Lyard Snead and Sarah Jane Snead

do covenant for themselves their Executors heirs of that they are the true and lawful owners of said land and that they will forever warrant and defend the title to the same against the lawful claims of all and every Person whatsoever—

In testimony whereof we have hereunto set our hands and affixed our seals this the fifteenth day of September in the year of our Lord eighteen hundred and thirty Nine

Signed sealed and delivered in presence of } Israel Snead {L.S.}
State of Mississippi } Sarah Jane Snead {L.S.}
Madison County } Personally appeared before the undersigned an acting Justice in and for said County Israel Snead who acknowledged that he signed sealed and delivered the foregoing Deed for the purposes therein specified, Also Sarah Jane Snead wife of the above named grantor who being examined by me separate and apart from her said husband acknowledged that she signed sealed and delivered the foregoing Deed as her own free voluntary act without fear threat or compulsion on the Part of her said husband,

Given under my hand and seal this 15th Sept 1839

H. N. McLawson {J.P.}

I do hereby Certify that the following words were interlined before the above Deed was signed "Township" Thos.

H. N. McLawson {J.P.}

Robert Ridley
Bill Sale
Wm. McClanahan } Received for Record, Recorded 16th December 1839

Know all men by these presents, that I Robert Ridley of the County of Williamson and State of Tennessee for and in consideration of the sum of Nine hundred Dollars to me in hand paid the receipt whereof is hereby acknowledged have bargained and sold and by these Presents do bargain and sell unto William McClellan of the County & State aforesaid as the acting and duly authorized agent for Rand Houston of the County of Lauderdale and State of Alabama Three Slaves, one of the age of fifty named Edmund, another by the name of Pallis aged fifty five, another by the name of Daniel aged twenty one, and by these presents do further bind my self my heirs Executors and administrators forever to defend the title to the Negroes Slaves Edmond, Pallis & Daniel which I have hereby Conveyed against the Claims of all Persons whatsoever,

In Witness whereof I hereunto set my hand and seal this twenty fifth day of July 1831

Robert Ridley {seal}

Test Marshal Samson }
" Isaac G Mansfield }
" Rufus Houston }

The State of Mississippi } Personally appeared before me John T. Cameron
Madison County ss } Clerk of the Probate Court of said County the within named Robert Ridley who acknowledged that he signed sealed and delivered the within Bill of sale on the day said

you therein mentioned as his act and deed for the purposes therein specified,

Seal

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

John H. Cameron Clerk

S. M. Flournoy Shff. } Received for Record 4th Monday; Recorded 16th December 1839
Ind.
George Calhoon }

This Indenture made and entered into this 18th day of March Anno Domini One thousand Eight hundred and thirty nine between Samuel M. Flournoy Sheriff of Madison County Mississippi of the first part and George Calhoon of the second part, Witnesseth that Whereas Judgment was rendered by the Circuit Court of the County of Madison aforesaid against William Arnold in the following cases. Viz at the January Term 1838 of said Court at the suit of Ford, Sutherlane for $174 Dollars, of D. M. & R. Herbert, for $145, 16 fees, and Lemuel Pigg for $21. 75 (the last mentioned case being for Costs of Officers of Court) with interest at the rate of Eight per Cent per annum from date until paid and Cost of Suits on the two first mentioned cases and Where Writs of Fieri Facias issued from the Office of the Clerk of Circuit Court aforesaid, directed to the Sheriff of Madison County aforesaid Commanding him that of the goods and Chattels lands and tenements of the aforesaid William Arnold he cause to be levied the sums of Money Mentioned in said Writs of Fieri Facias, to render to the said Plaintiffs at the April Term A.D. 1839 of said Court, and the said Sheriff in Compliance of the Command of said Writs proceeded on the 26th day of January A.D. 1839 to levy the aforesaid Writs of Fieri facias, on the following described tract or parcel of land as the property of the aforesaid defendant lying and being in the County of Madison aforesaid, known as the place in which the said defendant Arnold lived situated lying and being in Section Nine Township Ten Range five East containing by estimation two hundred acres be the same more or less. and the said Sheriff proceeded to advertise the same for thirty days previous to the 18th day of March A.D. 1839 in the Western Mirror Advocate, a Public Newspaper printed in the Town of Canton Miss. the aforesaid land for sale at the Court House door in the Town of Canton aforesaid, and the said Samuel M. Flournoy Sheriff as aforesaid, also proceeded on the 18th day of March A.D. 1839 to offer the same for sale at the Court House door aforesaid to the highest bidder for Cash and George Calhoon offered and bid One Dollar per acre which was more than any other person did or would bid Now Therefore for and in Consideration of the aforesaid sum of One Dollar 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 George Calhoon all the right, title interest and Claim of the aforesaid William Arnold 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 William Arnold his heirs Executors and Administrators

In testimony Whereof I have hereunto set my hand

and affixed my seal the day and year first written

S. M. Flournoy Sheriff {Seal}

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

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

{Seal}

John T. Cameron Clerk

A. W. P. McGimsey to John Montgomery } Received for Record 5th November & Recorded 16th December 1839

Mortgage

This Indenture made & Concluded this 2nd day of November in the year of our Lord One Thousand Eight hundred & thirty nine between John W. P. McGimsey & Martha M. C. McGimsey his wife of the first part and John Montgomery of the second part, all of the County of Madison & State of Mississippi Witnesseth, that the said John W. P. McGimsey for as well in Consideration of the sum of One Dollar to him in hand paid, as in Consideration of the Premises herein after mentioned, hath bargained sold aliened enfeoffed & Confirmed & by these Presents doth bargain sell, alien enfeoff & Confirm unto the said Party of the second Part the following described tracts or Parcels of land situated lying & being in the County of Madison & State aforesaid being the Dunlap Cook farm now occupied & Cultivated by the said McGimsey Mortgaged to the Mississippi Union Bank & subject to said Mortgage. Viz. The South East quarter, & the South half of the West half of the North East quarter & the West half of section Seventeen, & the East half of the North East quarter & the East half of the South East quarter of section Eighteen & the East half of section Nineteen, & the West half & the South half of the West half of the South East quarter & the North half & the North East quarter of section twenty & the North half of the North West quarter of section twenty nine & the North half of the East half of the North East quarter of section thirty in Township Two Range four East, Containing by estimation Fifteen hundred & sixty acres more or less together with all the hereditaments & appurtenances thereunto belonging or in any wise appertaining, also two Hundred & forty two Shares of Stock in the Mississippi Union Bank, and the accommodation loans which may be obtained upon it, To have & to hold the above described Real Estate, Bank Stock and accommodation loans to him the said Party of the second part his heirs & assigns forever in fee simple, And the said John W. P. McGimsey for himself his heirs Executors & administrators all & singular the lands & tenements Bank Stock & accommodation loans thereon hereinbefore granted & every of them unto the said Party of the second part his heirs & assigns and against all & every Person or persons whatsoever instituting a Lawful Claim shall & will Warrant & forever defend by these Presents, Provided however & this deed is on the following Expressions that if the said John W. P. McGimsey his heirs Executors or administrators or any one else

for him shall well & truly indemnify, keep safe and save harmless the said John Montgomery against the Payment of the following described Notes to wit One Note dated Canton April 27th 1837 for six thousand Dollars payable twelve Months after the 1st Day of March 1838 to Briggs Lacoste & Co & executed by the said John W. P. McGinsey, the said John Montgomery and West Gary, One Note dated Canton April 27th 1837 for six thousand Dollars payable twelve Months after the first day of May 1837 to Briggs Lacoste & Co & executed by the parties of the first & second part together with West Gary, Also One Note dated Canton December the 24th 1836 for two thousand Dollars payable twelve months after the 31st day of December 1836 to the President Directors & Co of the Agricultural Bank, Mississippi, and executed by the said John W. P. McGinsey, the said John Montgomery & Eli Nichols, Also one other Note dated ——— day of ——— 1835 for four thousand Dollars Payable on the 1st Day of May 1840 to Briggs Lacoste & Co at the Commercial Bank of Natchez and executed by the said John W. P. McGinsey, the said John Montgomery, John B. Gillespie and another or others, and will also indemnify the said John Montgomery against all Costs & Damages which may accrue to the said John Montgomery by reason of the aforesaid liabilities then & in such Case these Presents & every matter & thing herein Contained shall Cease determine & be utterly null & void any thing herein Contained to the Contrary thereof in any wise notwithstanding. Otherwise it shall remain in full force & virtue. And it is further agreed between the Parties that until default is made by the said John W. P. McGinsey in the Premises to Wit, in failing to indemnify keep safe, and save harmless the said Montgomery as aforesaid it shall be lawful for the said C. W. P. McGinsey his heirs Executors & administrators, to hold enjoy & retain in his Possession & use the lands & tenements above bargained & Mortgaged as aforesaid without the hindrance or interruption of the said Party of the second part or his assigns & before such default it is understood between the Parties that this Mortgage shall Create no lien whatever upon the Proceeds of said lands & tenements, And I the said Martha M. C. Wife of the said John W. P. McGinsey, as well for the Consideration aforesaid as for the sum of One Dollar to me in hand Paid by the Party of the second part, the receipt whereof is hereby acknowledged, do by these presents grant remise & release unto the said party of the second part, all the right title & Claim of Dower, which I have, may or can have in & to the above granted Premises — In testimony whereof we the said John W. P. McGinsey & Martha M. C. his wife have hereunto set our hands & seals date above written,

C. W. P. McGinsey [Seal]
Martha M. C. McGinsey [Seal]

The State of Mississippi
Madison County } Personally appeared before me James M. Baker an acting Justice of the Peace in & for said County the abovenamed C. W. P. McGinsey who acknowledged that he signed sealed & delivered the foregoing deed of Mortgage on the day & year therein mentioned as his act & deed

At the same time Came Martha M. C. McGinsey Wife of the said C. W. P. McGinsey who being examined Separately & apart from her said husband acknowledged that she signed sealed and delivered the foregoing Mortgage as her voluntary act & deed freely without any fear threat or Compulsion

of her said husband, for the purposes therein mentioned
Given under my hand & seal this 2nd day of
November 1839

Lemuel M. Baker [Seal]

J. W. P. McGimsey
Dec'd
Robt. V. McGimsey

Received for Record Novem. 5th & Recorded 6th Decem. 1839

This Indenture made and concluded this 2nd day of November in the year of our Lord One thousand Eight hundred and thirty nine Between John W. P. McGimsey and Martha M. C. McGimsey his wife of the first part & Robert V. McGimsey of the second part, all of the County of Madison and state of Mississippi, Witnesseth that Whereas the said John W. P. McGimsey by virtue of an Order of the Probate Court of Madison County State aforesaid made at the October Term thereof 1839 authorized the said John W. P. McGimsey as Guardian of the said Robert V. McGimsey to vest certain funds which the said John W. P. McGimsey has on hands belonging to said Ward in a tract of land for the use and benefit of the said Robert V. McGimsey, and Whereas the said John W. P. McGimsey Procured Lemuel M. Duncan and Gabriel B. Smith Citizens & Freeholders of the County and State aforesaid to examine and report to said Court, the value of a certain tract or parcel of land herein after described which belongs to the said John W. P. McGimsey, and which said valuers after examining the same valued it at Ten Dollars per acre, and made report thereof to said Probate Court, which Court being fully satisfied that said tract or Parcel of land is well worth the sum of Ten Dollars per acre, and being also fully satisfied that it would be of advantage to the estate of the said Robert V. McGimsey to Purchase said tract of land. It was therefore Ordered by the Court that the said John W. P. McGimsey convey said tract or Parcel of land to the said Robert V. McGimsey in fee simple — Now we the said party of the first part in Consideration of the premises to Wit of Three thousand five hundred Dollars of said Wards funds in the hands of said John W. P. McGimsey, and by virtue of the Statute in such Case made and Provided and also by virtue of the order of the Probate Court aforesaid have bargained sold and Conveyed and by these presents do bargain sell and Convey unto the said Robert V. McGimsey the following described tract or parcel of land situate lying and being in the County and State aforesaid to Wit the West half of the South West quarter and the South half of the West half of the North West quarter, of Section Twenty Nine & the East half of the South East quarter, and the South half of the East half of the North East quarter of Section thirty in Township Ten Range four East, and the East half of the South East quarter of Section twenty five of Township Ten Range three East, Containing three hundred and twenty acres be the same more or less. To Have and to hold the above described tract or Parcel of land with all and singular the appurtenances and hereditaments thereunto belonging or in any wise appertaining unto him the said Robert V. McGimsey his heirs

and assigns forever as an Estate in fee Simple, and I the said John W. P. McGimsey for myself my heirs Executors and administrators will warrant and defend the title to the said tract or parcel of land against the lawful claim of any and all persons whatsoever to the said Robert W. McGimsey his heirs and assigns forever, And I the said Martha M. C. McGimsey wife of the said John W. P. McGimsey as well for the consideration aforesaid, as for the sum of One Dollar to me in hand paid, the receipt whereof is hereby acknowledged do hereby grant, remise and release all the right title claim or Dower which I have may or can have in and to the above granted Premises -

In testimony Whereof I the said John W. P. McGimsey and Martha M. C. McGimsey my wife have hereunto set our hands and affixed our seals Date above written,

The State of Mississippi } Personally appeared before me James M. Baker
Madison County } an acting Justice of the Peace in and for the County and State aforesaid the above named John W. P. McGimsey 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, also appeared before me at the same places the above named Martha M. C. McGimsey the wife of the said John W. P. McGimsey whose name is also signed to the foregoing Deed of Mortgage 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 2nd day of November in the year of our Lord One thousand eight hundred and thirty nine

James M. Baker J.P. [25]

3200

Isaac T. Mosely } Received for Record 5th November & Recorded 13th December 1839
Deed
John Fugler }

This Indenture made this 1st day of November in the year of our Lord eighteen hundred & thirty nine between Isaac T. Mosely & Sarah Jane Mosely of the County of Madison State of Mississippi of the one part, & John Fugler of the County and State aforesaid of the other part Witnesseth that the said Isaac T. Mosely & Sarah Jane his wife for and in Consideration of the sum of Seventy five Dollars Current Money of the United States to them in hand paid before the signing sealing & delivery of these Presents the receipt whereof is hereby acknowledged & have granted bargained sold & delivered, and by these Presents do grant bargain sell & deliver unto the said John Fugler his heirs & assigns a certain tract or parcel of land situate lying & being in the County of Madison described as follows to Wit, S½ & E½ of section No eighteen in Township No Nine of Range No five Containing forty acres & seventy hundredths more or less together with all the buildings, improvements and appurtenances thereunto belonging, To Have & to Hold the said tract or Parcel of land as above described & pertaining thereto, unto the said John Fugler his heirs and assigns, to the only proper use & benefit of the said Fugler his heirs

& assigns forever, And the said Isaac A. Mosely and Sarah Jane his wife, for themselves & their heirs do hereby grant & deliver the said land as above described to the said Jno Sugler his heirs & assigns against themselves and their & each & their heirs & against all & every other person or persons whatsoever Claiming or to Claim any right title or interest in and to the said land or any Part thereof shall and will warrant & forever defend by these Presents,

In testimony Whereof the said Isaac A. Mosely & Sarah Jane Mosely his wife have hereunto set their hands and affixed their seals the day & year first above written.

Isaac A. Mosely {Seal}
Sarah J. Mosely {Seal}

The State of Mississippi
Madison County } Personally appeared before the undersigned Justice of the Peace in & for said County Isaac A Mosely & Sarah Jane Mosely his wife (named in the foregoing instrument) and severally acknowledged that they signed sealed and delivered the within instrument of writing on the day & year therein mentioned as their act and deed, &c. I hereby certify that the said Sarah Jane wife of the said Isaac A. Mosely being by me privately examined apart from her said husband Previously acknowledged that she signed sealed & delivered the said instrument of writing on the day & year therein mentioned as her voluntary act and deed freely without any threats fear or compulsion of her said husband.

Given under my hand & seal this 4th day of Aug A.D. 1839

Thos. O. McDonald J.P. {Seal}

Thomas G. Melton } Received for Record 5th November & Recorded 17th December 1839
To Bill Sale
K. E. Melton et al } Know all men by these Presents that I Thomas G. Melton Senior of Madison County Mississippi for and in Consideration of the sum of five thousand Dollars by Katharine E. Melton, West A. Melton, Adaline M. Melton Dealpha S. Melton, Omega Melton, Thomas G. Melton Junior, to me before the sealing & delivery hereof in hand Paid have granted bargained & sold & by these Presents do grant, bargain & sell unto the said Katharine E. Melton West A. Melton Adaline M. Melton, Dealpha S. Melton, Omega Melton & Thomas G. Melton Junior, the following Negroes which I hereby warrant to be sound in body & mind & slaves for life, viz Peter, George, Joe, Adam, Lendon Lazarus, John, Joe, Harriet, Mary, Lucretia, Mary Jane, Malinda, Clarissa Sye, Emily, Caroline, Cleaney, Maria. To Have & to Hold all & singular the above named Negro Slaves unto the said Katharine E. Melton West A. Melton, Adaline M. Melton, Dealpha S. Melton, Omega Melton & Thomas G. Melton Junior, their heirs Executors administrators & assigns forever, and unto them their heirs Executors and administrators, I the said Thomas G. Melton, for myself my heirs, Executors and administrators all and singular the above named Slaves, I shall & will warrant & forever defend

by these Presents against all every Person whatsoever Claiming the same

In testimony of the above I hereunto set my hand & affix my seal this 31st day of October Anno Domini 1839

Signed sealed & delivered in Presence of me
the word "Melton" being first interlined

Thos. G. Melton [Seal]

State of Mississippi
Madison County } Personally appeared before me H. N. McLawson a Justice of the Peace of said County the within named, Thomas G. Melton Senior, 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.

Given under my hand & seal this 31st day of October Anno Domini 1839

Hugh N. McLawson [Seal]

Lease Mabry
Deed
Jacob A. Yerger } Received for Record & Recorded 17th December 1839

This Indenture made and entered into on this fifteenth day of December One thousand Eight hundred and thirty nine, between Lee Mabry and Nancy Mabry his wife of the County of Madison and State of Mississippi of the first part, and Jacob A. Yerger of the County of Warren and State of Mississippi of the second part Witnesseth, that the said Lee Mabry and Nancy Mabry his wife for and in Consideration of the sum of Fifty eight thousand five hundred Dollars to them in hand paid by the said Jacob A. Yerger at and before the sealing and delivery of these Presents the receipt whereof is hereby acknowledged have this day given, granted, bargained and sold and by these Presents do give grant, bargain and sell unto the said Jacob A. Yerger and to his heirs and assigns forever, all and singular the following tracts or Parcels of land situate lying and being in the County of Madison and State of Mississippi to wit, One hundred and twenty acres off of the south end of S.W.¼ of Section 16 and eighty acres off of the south end of S.E.¼ of Section 16, and S.E.¼ and E.½ of S.W.¼ of Section 20, the whole of Section 26, the W.½ N.W.¼ and W.½ S.W.¼ of Section 22; the N.W.¼ Section 27, N.E.¼ and E.½ N.W.¼ and the west off of the north end of W.½ of N.W.¼ of Section 25, the W.½ N.W.¼ of Section 29, all in Township Nine of Range One East of the Basis Meridian in Choctaw District being the same lands conveyed by Mark W. Cockrill to said Lee Mabry, and the following tracts or Parcels of land situate lying and being in the County of Madison and State of Mississippi to wit Lots number one, two, three, four & five and seven in Section thirty three Township Ten Range one East, Containing 330 ⁸⁰⁄₁₀₀ acres entered 27th July 1835, the N.W.¼ and W.½ N.E.¼ of Section Eleven in Township Nine of Range One West Containing 237 ⁵⁴⁄₁₀₀ acres entered 27th July 1835, and Lots number Fifteen and eight section One Township Nine Range One West, Containing 240 acres entered 15th August 1835, all of which latter lands are entered in the name of Lee Mabry in the Registers office in the Choctaw District at Jackson Mississippi, and also the following Negroes Slaves for life, Anthony and wife Caroline, and two Children Tennessee and Washington Big Jim and wife Mary Hickock, and one Child Franklin, Little Jim and wife Lucky, Brockston and wife Patsey, Big Bill and wife Pandora, Rick (Blacksmith) and wife Milly B. and one Child Ellen, Bob and wife Mary Blacky, Big Daniel and wife Winny, and one Child

Andrew, Little Lemuel and wife Charlotte, and one Child Francisco, Edmund and wife Eliza, Big George and wife Virginia and one Child Frederick, Stephen George and wife Sarah and one Child Francis, Big Harry and wife Betsy and one Child Rosetta, Mandy and wife Louisa, Lehem and wife Lucy, Lue and wife Cinda, Big Jake and wife Sally, Little Jake and wife Little Sinny, Jack and wife Lizzy Kentuck Joe Holmes and wife Libby and one Child Cassiah, John Dennis and wife Polly, Lelland and wife Lucia, Peter Denver and wife Ann, Polly and wife Maria and one Child Malinda Rawlin Hicks and wife Lucy, Rose and wife Martha, Sam W. and wife Lucy, Gilbert and wife Cynthia, Ellen and wife Little Sally, Little Bill and wife Lucia Brown and wife Elizabeth, Burrell and wife Matilda L. Boulin and wife Minerva, Carter and wife Rachel, Charles and wife Juliet, Little Sam and wife Ciny, Little George and wife Violet, Hall and wife Polly, Little Harry, Henderson Jones Sam, Lemuel Anderson, John Crawley, Joe Vandalier, Nathaniel, Nelson, Little Peter, F. Pickell Peyton, Reuben Hicks, Red, Sam Scott, Big Stephen, Little Stephen and Tom (now runaway) in all one hundred and five being the same Negro Slaves and their increase belonging to and been taken by Mark R. Brookville and the following Negro Slaves Moody & Eliza Sam, Sandy and Caty and two Children Celeste and Louis, Allen G. and Tom L. and one Child Angeline, Hunter and Matilda, Henry C. and Polly, Jake C. and Emma John W. and Aggy and one Child, Archy, Kendal and Molly W. James and Abby and one Child, Amanda, Crockett, Armstead, Dave Coty, Ann Lemon, Elmira Ed, Eliza Scott, and one Child, Jake Plumb, Eliza Louisa, John (the Carpenter) Phillis and one Child, Christe, Red Aby, Emily Long and one Child Catharine Preston, Little Emily, Jerk, Mary Williams, Phillis Minor, Hilla and Susanna L. in all forty five, and the following Personal Property also on the above Plantation to wit, about fifty head of Horses and Mules, about fifty head of Cattle, Swine a few yoke of Oxen, a large stock of Hogs, the Ploughs and all the Waggons Ploughs and farming utensils upon said Plantation together with the Carpenter and Blacksmith Tools, Gins, Gin Stands and Presses on said Plantation together with the household and Kitchen furniture, a Carriage and horses, and all the Crop of Cotton raised on said Plantation in the year 1848 which the Hunters in the fodder picked & ginned, and all the Bacon and Rope to pack the Cotton estimated at eight hundred packs; also the Crop of Corn estimated at 10.000 bushels, and the fodder and grain of every Kind raised upon said Plantation, together with all the Provisions on the same, together with all and singular the Premises and appurtenances unto the said lands belonging or in any wise appertaining. To Have and to hold to the said Jacob A. Yerger his heirs and assigns all the foregoing described lands and Premises in fee simple forever. And all said Slaves and Personal Property to said Jacob A. Yerger his heirs and assigns forever, And the said Executor and Nancy his wife for themselves their heirs Executors and administrators by these presents covenant, promise and agree to and with the said Jacob A. Yerger, his heirs Executors and administrators, that they will, and their heirs Executors and administrators shall forever warrant and defend the title to said granted land and Premises, slaves and Personal Property against the Claim or Claims of all and every Person and Persons whatsoever both at law and in Equity — And the said Lisa Mabry and Nancy his wife do assign, transfer and convey unto said Jacob A. Yerger his heirs Executors and administrators all bonds, covenants and agreements contained in any Deed to them or either of them for said lands. and they do further Covenant and agree that they will warrant —

all of said slaves to be slaves for life, and sound sensible and healthy.

In testimony whereof the said Lesse Maberry and Nancy Maberry his wife have hereunto set their hands and seals the day and year first above written.

Lesse Maberry [Seal]
Nancy Maberry [Seal]

State of Mississippi
Madison County } Personally appeared before the undersigned an acting Justice of the Peace in and for the County of Madison and State aforesaid the above named Lesse Maberry and his wife Nancy Maberry the bargainors in the foregoing deed of bargain and sale to Jacob L. Yerger the bargainee and thereupon the said Lesse Maberry acknowledged said deed to be his act and deed for the purposes therein contained, and the said Nancy Maberry wife of said Lesse Maberry being by me privately examined separate and apart from her husband the said Lesse Maberry 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.

In testimony whereof I have hereunto set my hand and official and my private seal (no my common seal of office) having no other seal of office on this 15th day of November 1839

T. L. Solomon J. P. [Seal]
Justice of the Peace for Madison County Mississippi

Lesse Maberry to Jacob L. Yerger assignment

Received for Record & Recorded 17th December 1839
Register's Office Lexington Mississippi — Eleventh District.
I hereby certify that Lesse Maberry entered and found per his following land, to wit Lots No 122 & 123 & 7 on section 33. T 10 R 1 East containing 322 acres entered 3rd July 1835, also the N W ¼ of N E ¼ Section 11 T 9 R 1 West containing 239 acres entered 27th July 1833, and also Lots No 2 & 3 Section 3 T 9 R 1 West containing 240 acres entered 15th August 1833, all of which appears from the Book of this Office.
Nov 15th 1839 — L. M. Farrar Register

State of Mississippi } Be Lesse Maberry and Nancy Maberry his wife for and in consideration of the sum of four thousand dollars to me in hand paid by Jacob L. Yerger of the County of Warren the receipt of which is hereby acknowledged have bargained sold and transferred by deed bearing date the 15th November 1839 all the above mentioned lands and now upon the consideration aforesaid do assign bargain sell the said Jacob L. Yerger his heirs and assigns forever all interest in said lands and the certificate lands assigned the originals of which I lost or mislaid, and do authorize and empower him to obtain a patent or patents, transfer in his own name, and we do covenant and agree that we have not sold or transferred the same. Witness our hands and seals this 15 November 1839

Lesse Maberry [Seal]
Nancy Maberry [Seal]

State of Mississippi
Madison County } Personally appeared before the undersigned an acting Justice of the Peace in and for said County and State the within named Lesse Maberry and wife Nancy Maberry and the said Lesse Maberry acknowledged the within transfer and assignment to be his act and deed. And the said Nancy Maberry being by me privately examined separate and apart from her husband the said Lesse Maberry 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. In testimony whereof I have

hereunto set my hand and affixed my Private seal or any Common seal of office (not having any official seal) this 15th November A.D. 1839.

T. J. Salmon J.P. [seal]

Justice of the Peace of Madison County Mississippi

William M. Gwin Marshal Sued Jacob S. Yerger

Received for Record & Recorded 17th December 1839

To William M. Gwin Marshal of the Southern District of Mississippi — I hereby request and authorize you to convey to Jacob S. Yerger all the lands purchased by me at the sale made by alias Fi. Fa. in the case of Simon Erwin against Benjamin G. Marshall.

Nov 6th 1839

H. R. D. Keill

This Indenture made and entered into this eighth day of December in the year of our Lord One thousand eight hundred and thirty nine between William M. Gwin Marshal of the Southern District of Mississippi of the one part, and Jacob S. Yerger of the County of Warren and state of Mississippi of the other part Witnesseth Whereas a Plurias writ of Fieri facias lately issued from the Circuit Court of the United States for the Southern District of Mississippi directed to the said Marshall at the suit of Simon Erwin Plaintiff against the goods and Chattels, lands and tenements of Benjamin G. Marshall defendant, for the sum of Thirteen thousand five hundred and seven dollars and fifteen cents besides costs, which said writ of Fieri Facias was levied on the twenty eighth day of September Eighteen hundred and Twenty nine on the following lands, to Wit, the West half of Section Twelve, West half and South half of East half of North East quarter, East half of North West quarter, and South East quarter of Section Eleven (South half, East half North East quarter, East half and South half of West half of South East quarter Section Fifteen) All of Section fourteen West half of Section Thirteen Township Eleven, Range Five East, all lying and being in the County of Madison in the state of Mississippi being the same lands cultivated by said Benjamin G. Marshall, in the years 1837 and 1838, with the appurtenances to the lands and tenements of the above named defendant Benjamin G. Marshal and the said Marshal having given thirty days previous Notice that the above described lands and Premises would be sold at Public auction by virtue of said writ of Fieri Facias on the first monday of November 1839 between the hours of Eleven O. Clock A.M. and four O. Clock P.M. of said day at the Court house door of Madison County, did, at the same time and place, offer said Premises for sale at Public auction and Henry R. D. Keill then and there appeared and bid for the Premises the sum of Ten Cents per acre, which said sum was more than any other person offered or bid for the same; Whereupon the said Premises were struck off to the said Henry R. D. Keill, he being the highest and best bidder therefor, and the said Henry R. D. Keill having in writing directed me to convey said lands to Jacob S. Yerger Party of the second part upon his paying the amount bid therefor

Now this Indenture Witnesseth, that the said William M. Gwin Marshal as aforesaid for and in Consideration of the Premises and of the said sum of ten hundred and Ninety dollars to him the said Marshal in hand well and truly Paid by the said Jacob S. Yerger at and before the sealing and delivery hereof the receipt whereof is hereby acknowledged, hath this day granted bargained sold aliened and Conveyed and by these presents doth grant bargain sell alien and Convey unto the said Jacob S. Yerger his heirs and assigns forever all and singular the before

described Premises, hereditaments, Privileges and appurtenances, thereunto belonging or in any wise appertaining, To have and to hold the said Premises, Privileges and appurtenances and all the right, interest title or Claim both at law and in Equity of him the said Benjamin C. Mars both the above named Defendant of in or to the same unto the said Jacob L. Yerger his heirs and assigns forever, In Witness Whereof the said Wm. M. Green Marshal as aforesaid hath hereunto set his hand and seal the day and year first above written

Wm M Green [seal]
Marshal of the Northern District of Mississippi

State of Mississippi
Hinds County } Personally appeared before the undersigned R. L. Bizzell Clerk of the Superior Court of Chancery of the State of Mississippi at Jackson in said State the within named William M. Green Marshal of the Northern District of Mississippi the bargainer in the within deed to Jacob L. Yerger the bargainee in said deed, and acknowledged that he signed sealed and delivered the same as his act and deed,

[seal] In testimony Whereof I R. L. Bizzell Clerk of the Superior Court of Chancery of Mississippi have hereunto set my hand and affixed my seal of Office at Office in Jackson on this 28th day of November A.D. 1859

R. L. Bizzell Clk

James C. Napier
Lend
James L. Muse } Received for Record 5th November & Recorded 18th December 1859

This Indenture made this fifth 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 James L. Muse of the County of Madison and State of Mississippi of the other part, Witnesseth that for and in consideration of the sum of three hundred Dollars Current money of the United States in hand paid to the said James C. Napier by the said James L. Muse, the receipt whereof is hereby acknowledged, he the said James C. Napier has given granted bargained and sold, and by these Presents has give grant bargain and sell, alien release, convey and confirm unto the said James L. Muse the undivided half of a Certain tract or Parcel of land containing sixty hundred & thirty three 40/100 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 of Section one Township Nine Range five East, and South half — and the West half of North East quarter, and South East quarter of North West quarter of Section Thirty six Township Ten Northern Range five East, together with all and singular the appurtenances thereunto belonging or in any wise appertaining; To Have and to hold the aforedescribed tract or Parcel of land to him the said James L. Muse — 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 with the said James L. Muse — heirs Executors administrators and assigns that he will forever warrant and defend the said tract or Parcel of land

to him the said James L. Mure — his Executors administrators and assigns against himself the said James C. Napier his heirs Executors administrators and assigns also against the Claim or Claims of all persons Claiming; In testimony whereof he 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 } Personally appeared before me James M Baker a
Madison County } Justice of the Peace in and for the County & State aforesaid James C. Napier who acknowledges that he signed sealed & delivered the foregoing Deed of Conveyance and that the same is his act and deed, as Given under my hand & seal this Eighth day of May 1839

James M Baker J.P. (Seal)

William Hoy } Received for Record Nov 8th & Recorded 18th December 1839
Mortgage
Citizens Bank } This Indenture made and concluded on this 4th day of October in the year of Our Lord One thousand Eight hundred and thirty nine Between William Hoy and Aurora D. Hoy his wife both of the County of Madison and State of Mississippi of the first part, and the Citizens Bank of Madison County Mississippi of the second part, Witnesseth that the said William Hoy for as well in Consideration of the sum of ~~the sum of~~ One Dollar to him in hand paid, as in Consideration of the Premises hereinafter Mentioned has bargained sold and Conveyed, and do by these Presents bargain sell alien enfeoff and Confirm unto the said Citizens Bank of Madison County, the following described tracts or Parcels of land situated lying and being in the Counties of Madison and Scott, and State of Mississippi to Wit, in Township Eight Range Seven East, the East half of said Section also in Township Eight and Range Six East the whole of Section Thirty Six, (also the West quarter of Section Two Township Eight Range Two East) also the East half of the South West quarter of Section Thirty Six Township Nine Range Two East,
Also the following named Negro Slaves to Wit, Bilford aged thirty five years Lucy his wife aged forty, and his three Children Mary aged ten years Lewis Seven years Emily aged four years, Ellen aged twenty six years, Wesley aged fifteen (a Carriage driver) Isaac aged twenty four Milly aged twenty five — Jane aged twenty two, Joseph aged thirty five and Harriet his wife, Simpson fifteen years of age, Lucy 14 years Shelton 13 years, Queen 23 years and Child Lucy 3 years old, Washington 18 years, Moses 16 yrs, Handal 15 years, Patsey 19 years and George 45 years old together with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining to the said lands and bargained Premises, also the above named Negro Slaves together with their increase, To Have and to hold all and singular the Personal and Real Property herein before granted with the Privileges and appurtenances thereof to the said Party of the Second Part, their Successors and assigns in fee simple to their only use and behoof forever, Provided the said

William Hoy for himself his heirs Executors & administrators all and singular the said Negro Slaves, goods and chattels lands and tenements by these Presents heretofore granted & and every of them to the said party of the second Part their successors and assigns and against all and every other person or persons whatsoever, instituting and lawfully claiming shall and will warrant and forever defend by these Presents, Provided however that this Deed is on the following Condition, that if the said William Hoy his heirs Executors or administrators or any of them, shall well and truly Pay or Cause to be paid to the Party of the Second Part, their heirs Successors or assigns the following described Promissory Notes, given by the said William Hoy to the said Citizens Bank of Madison County and made Payable at their Banking House in Canton (to wit) The first for ten thousand four hundred and fifty four Dollars and Eighty Cents, dated first August 1839 and made payable twelve Months after the first day of December 1839. The second for Eleven thousand two hundred and Ninety two Dollars and fifty three Cents. dated first August 1839 and made Payable twenty four Months after the first day of December 1839. And the third for Twelve thousand and ninety eight Dollars fifty two Cents. dated first August 1839. and made payable Thirty Six Months after the first day of December 1839. Now if the said William Hoy his heirs Executors or Administrators as aforesaid do well and truly Pay or Cause to be paid unto the said Party of the second Part their Successors or assigns as aforesaid, without any hindrance or delay the aforesaid three Several Promissory Notes at the Maturity of each of them then and in that Case these Presents and every matter and thing herein contained shall cease determine and be utterly void and Void, any thing herein contained to the Contrary thereof in any wise notwithstanding. Otherwise ~~to~~ shall remain in full force and virtue — And it is further agreed between the parties that until default is made in the payment of the notes above described or either of them it shall be lawful for the said William Hoy his heirs Executors — administrators to hold enjoy and retain in his possession and use the said land and Negroes above conveyed Sold and Mortgaged as aforesaid, without the hindrance or interruption of the said party of the second part. Provided also the said Party of the first Part shall not be allowed to remove any of said Negro Slaves, or any of their increase out of the County of Madison and State aforesaid — And I the said Duncan L Hoy Wife of the said William Hoy as well for the Consideration aforesaid as for the sum of One Dollar to me in hand Paid by the said party of the second part, the receipt whereof is hereby acknowledged do by these Presents grant, Remise and Release unto the said Party of the second Part all the right title and Claim of Dower which I have or may or can have in and to the above bargained Premises —

In testimony whereof I the said William Hoy and Duncan L his Wife have hereunto set our hands and seals the day and date above written,

Signed Sealed and delivered in the Presence of } W. Hoy {seal}
The State of Mississippi } D. L. Hoy {seal}
Madison County ss } Personally appeared before me John L Cameron Clerk of the Probate Court of said County the above named William Hoy

and Aurora L. Key his wife who acknowledged that they signed sealed and delivered the foregoing deed of Mortgage on the day and year therein mentioned as their act and deed, And the said Aurora L. wife of said William Key on a private examination separate and apart from her husband acknowledged that she signed sealed and delivered said deed on the day and year therein mentioned as her voluntary act and deed Without any fear threats or compulsion of her said husband,

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

{ seal }

Jo Ann V. Cameron Clerk

James B. Rupell & Wife } Received for Record 7th November & Recorded 18th December 1839

to

William Faris } This Indenture made this 29th day of April in the year of our Lord One thousand Eight hundred and thirty Nine between James B. Rupell and Sarah Rupell his wife of the County of Madison and state of Mississippi of the first Part, and William Faris of the County of Hinds and state aforesaid of the second Part, Witnesseth that the said Party of the first part for and in Consideration of the sum of twenty thousand dollars in hand paid the receipt whereof is hereby acknowledged hath granted, bargained, sold remised released aliened Confirmed and conveyed, and by these Presents do grant bargain, sell remise release alien Confirm and Convey to the said Party of the second part his heirs and assigns forever a certain Parcel or lot of land lying and being in the County of Madison and State of Mississippi on the Waters of Bear Creek and designated as follows, Viz The South West quarter of Section twenty five, the East half of the North East quarter, and the North half of the West half of the North East quarter, and the North half of the East half of the North West quarter of Section Thirty five, Township No Nine and Range Two East, and the North half of Section No Thirty Six, and the West half of the South East quarter of Section No Twenty five in Township No Nine of Range two East, and also the East half of the South West quarter of Section Thirty One in Township No Nine of Range three East, and the South half of the West half, and the South (½) half of the East half of the North West quarter of Section No Thirty One Township No Nine in Range three East, and the south half of the West half of south West quarter of Section No Thirty Six Township No Nine in Range two East, and the West half of South East quarter of Section No Thirty One Township No Nine of Range three East, Containing in all One thousand Acres of land more or less. together with all and singular the rights Privileges immunities and appurtenances whatsoever belonging or in any wise appertaining 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 doth by these Presents warrant and forever defend all and singular the before mentioned and described Parcel of land with all the rights, Privileges immunities, appurtenances thereunto belonging or in any wise appertaining unto the said William Faris, and his heirs from the Claims or claims

of all and every Person and Persons whatsoever. In testimony Whereof the said James B Rupell and Sarah his wife have set their hands and affixed their seals the day and year first above written,

attest John T. Cameron

James B. Rupell {Seal}

Sarah her X mark Rupell {Seal}

The State of Mississippi }
Madison County ss } Personally appeared before me John T. Cameron Clerk of the Probate Court of said County James B. Rupell whose name is subscribed to the foregoing Deed and acknowledged that he signed sealed and delivered said Deed on the day and year therein Mentioned as his act and Deed,

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

John T. Cameron Clerk

{Seal}

The State of Mississippi }
Madison County ss } Personally appeared before me John T. Cameron Clerk of the Probate Court of said County, Sarah Rupell wife of James B. Rupell the grantor in the foregoing Deed and whose name is also 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 any fear threats or compulsion of her said husband

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

John T. Cameron Clerk

{Seal}

Henry A. Foster and Trust } Received for Record 7th November 1839 Recorded 18th December 1839

Garner & Garrett } This Indenture made this fifth day of November in the year of our Lord one thousand eight hundred & thirty nine between Henry A. Foster of the County of Madison & State of Mississippi of the first party Charles L. Garner of the State of Tennessee and Lewis W. Garrett of the County of Madison & State of Mississippi of the second part, Witnesseth, that the said Party of the first Part, for & in consideration of the sum of one Dollar to him in hand paid & the Considerations herein after mentioned, the receipt of which said sum of One Dollar is hereby acknowledged, hath granted bargained sold & Conveyed & by these presents doth Bargain sell & convey unto the said Parties of the second part, and to their heirs & assigns forever, the following described Property both real & Personal to Wit, the East half of the North East quarter, and the East half of the South East quarter, of Section Number Twenty (Township nine) and also another tract of land described & bounded as follows to wit Beginning on the line between the South East & South West quarter of section 28, (Township 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 (Lessee of Thomas) to the boundary line, until it strikes Joseph Whitehead's (Now William Godby's) line on the North Bank of Burnt Corn Creek, thence with said Whitehead's (now Godby's) line to the North East Corner of the South West quarter of Section Number Twenty eight aforesaid, thence West with said line Eighty Rods, thence South to a stake about Six feet North of Moses Cox's (afterwards called Riley McGuires) brick

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 adjoining the above tract & bounded & described as follows Beginning on Main Street on the North East Corner of a lot in the Town of Vernon once belonging to Myers & Co & once belonging to Peter W. Crouch, 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 Number nine Range one West, thence North on said line to the North West Corner of said Section twenty eighth, thence East about Eighty Rods to the North East Corner of said Eighth in Burnt Corn Creek, thence South on the Eastern line of said Eighth about three hundred & 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 Western Margin thereof to the Place of beginning, all of which said lands are in Township Nine Range one West, in the Choctaw District of lands in the County & State aforesaid Also the following Negro Slaves to Wit, Moody, man aged about forty, Jane Woman aged about twenty five, Serene Woman aged about twenty five, Rhoda a Woman aged about twenty five, Sarey a girl aged about Eight, Ned a Boy aged about five, which two last are the Children of Serene, also Thirty Bales of my Present Crop of Cotton, all my Corn on my Plantation, together with my entire Stock of Hogs about fifty head & my Stock of Cattle, about ten head, My Ox Wagon & Team, my farming utensils, of every description all my household & Kitchen furniture, my horses five in number & one Mule & the annual Proceeds of my Crops to be raised on the lands aforesaid, during the years 1840 & 1841. To Have & to hold the above bargained Property both real & Personal to the said parties of the second Part, their heirs & assigns forever — Provided always & these Presents, are upon the express Condition, that if the said parties of the first Part or their heirs or Executors Lewis V. Mitchell pay or cause to be paid to the said Charles C. Garner his heirs or Executors the sum of twenty six hundred & forty nine 50/100 Dollars on or before the first day of January Eighteen hundred & forty one, and also the sum of twenty eight hundred & forty four 40/100 Dollars on the first day of January Eighteen hundred & forty two, for which said sums the said Henry A. Foster & Lewis V. Mitchell have Executed their Notes to the said Chas. C. Garner of even date with these Indentures, then these Presents & the said notes shall Cease & be void & void but in Case of the non payment of the said sums of money or any Part thereof or the said notes or any Part thereof or of either of them, to be come due at the time or times above limited for the Payment thereof, then in every such Case it shall & may be lawful for the said Lewis M. Garrett his heirs Executors or administrators & the said party of the first Part do hereby authorize & empower him the said Garrett his heirs Executors and administrators so to do, to grant, bargain sell & convey the above described Property or any Part thereof, at Public vendue after giving One hundred & twenty days notice by advertisement in the Newspaper at Canton & on such sale to make & execute to the Purchaser or Purchasers, good & ample Deeds of Conveyance in law, rendering the overplus monies if any there be to the said Henry A. Foster, his heirs Executors & administrators after deducting the Cost &

charges of such sale as aforesaid, Provided Always, that the said Henry A. Foster hereby expressly reserves, the sole intendance, control & management of the said property both real & personal at all times until by reason of the non payment of the whole or any part of the sums of Money above specified the said Lewis M. Garrett his heirs Executors or administrators may have the power under the Provisions of this Indenture to sell the same & make a deed to the Purchaser thereof,

In witness whereof I have hereunto set my hand & seal

The State of Mississippi } H. A. Foster {seal}

Hinds County ss } Personally appeared before me Robert S. Patrick Clerk of the High Court of Errors & Appeals for the State aforesaid Henry A. Foster who acknowledged that he signed sealed & delivered the writing purporting deed on the day & year therein mentioned as his act & deed,

Given under my hand and seal of office at Canton this Seventh day of November A.D. 1839

R. S. Patrick Clk

J. M. Flowers M.S. } Received for Record 5th November & Recorded 17th December 1839

Lewis M. Garrett } This Indenture Made and entered into this Sixteenth day of September Anno Domini One thousand Eight hundred and thirty nine Between Samuel M. Flowers Sheriff of Madison County Mississippi of the first part, and James H. Scott 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, David Ford & Wm Sutherland in the following Viz at the Special February Term 1839 of said Court, in favor of Robert Patterson & Co for $1794.10/100 with interest at the rate of eight per cent. per annum, from date until paid and Cost of Suit. and Whereas Writ of Fieri Facias issued from the office of the Clerk of Circuit Court aforesaid directed to the Sheriff of Madison County aforesaid Commanding him that of the goods and Chattels, lands and tenements of the aforesaid 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 tenth day of August A.D. 1839 to levy the aforesaid Writ of Fieri Facias on the following described lot or parcel of ground as the property of the aforesaid Defendant, lying and being in the Town of Camden Known as Lot No One on Main Street, fifty feet front, and One hundred feet back, and the said Sheriff Proceeded to advertise the same for thirty days Previous to the 16th day of September A.D. 1839 in the Madison Whig Advocate, a Public News paper Printed in the Town of Canton Miss. the aforesaid land for sale at the Court House Door in the Town of Canton aforesaid, and the said Samuel M. Flowers Sheriff as aforesaid also Proceeded on the 16th 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 James H. Scott appeared and bid Seventy One Dollars which was more than

any other Person did or would bid, Now Therefore, for and in Consideration of the aforesaid sum of Twenty One Dollars to me in hand paid, the receipt of which is hereby acknowledged, I Samuel M. Flournoy Sheriff as aforesaid by virtue of the authority vested in me as Sheriff, do hereby bargain Sell and Convey to the aforesaid James. W. Scott, all the right title, interest and Claim of the aforesaid Fordy 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 Fordy Sutherlands their heirs Executors and administrators.

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

S. M. Flournoy Sheriff {Seal}

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

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

{Seal}

John T. Cameron Clerk

Haygman & Heines
Deed
James Johnston

State of Mississippi
Madison County } Recorded for Record 11th November & Recorded 19th December 1839

This Indenture made and entered into this Eleventh day of September in the year of our Lord One thousand Eight hundred and thirty Eight, Between Henry Heines, Elizabeth Heines and Henry Haygman of the County and State aforesaid of the first part, and James Johnston of the County and State aforesaid of the second part witnesseth that the said Henry Heines, Elizabeth his wife and Henry Haygman for and in Consideration of the sum of four hundred Dollars to them paid, the receipt whereof is hereby acknowledged have enfeoffed, granted, bargained and sold and by these Presents do enfeoff, grant, bargain and sell unto the said James Johnston, his heirs and assigns a Certain tract or Parcel of land lying in the County and State aforesaid, and more Particularly known and designated as the East half of the South East quarter of Section Number Twenty eight Township number Eleven of Range three East, Containing Eighty acres be the same more or less, And all the Estate, right, title, and interest of them the said Henry Heines, Elizabeth his wife and Henry Haygman to the said James Johnston, they Warrant and forever defend, and they of the first Part do also Covenant, and bind their heirs Executors & administrators to warrant and defend the same to the said James ~~Johnston~~ his heirs and assigns forever, To Have and to Hold the said Premises, with all the hereditaments and appurtenances thereunto appertaining unto the said James Johnston his heirs and assigns forever, And the said Henry Elizabeth & Henry of the first part, do by these Presents Covenant and

and Hereinbefore that they are lawfully seized in fee simple of the premises aforesaid and do warrant and defend a good and fee simple title to the said James Johnston his heirs and assigns against the lawful claims or claims of all persons whatsoever.

Given under our hands and seals this Eleventh day of September in the year as above written.

Henry Heyman [seal]
Henry Homes [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 Henry Heyman who acknowledged that he signed sealed and delivered the foregoing deed on the day and year therein mentioned as his act and deed.

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

[Seal]

John T. Cameron Clerk

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

[Seal]

John T. Cameron Clerk

James Johnston
Deed
Barnabas Herod } Received for Record 11th November & Recorded 19th December 1839

State of Mississippi
Madison County } This Indenture made and entered into this Eleventh day of November in the year of our Lord One thousand Eight hundred and thirty Nine, between James Johnston of Newton County and State aforesaid of the first part and Barnabas Herod of the aforesaid State and County of the second part, Witnesseth that the said James Johnston for in consideration of the sum of three hundred Dollars to him paid the receipt whereof is hereby acknowledged hath enfeoffed, granted bargained and sold, and by these presents do enfeoff, grant, bargain and sell unto the said Barnabas Herod his heirs and assigns a certain tract or parcel of land lying in the County and State aforesaid known and designated as the East half of the South East quarter of Section No 28, Township No 11 of Range 3 East Containing Eighty acres be the same more or less. And all the Estate, right, title and interest of him the said James Johnston to the said Barnabas Herod he warrants and forever defends, and he of the first part doth also covenant and bind his heirs, Executors and administrators to warrant and defend the same to the said Herod his heirs and assigns forever. To Have and to hold the said Premises with all the hereditaments and appurtenances thereunto appertaining unto the said Barnabas Herod his heirs and assigns forever. And the said James Johnston of the first part doth by these presents covenant and bind himself that he is lawfully seized

in fee simple of the premises aforesaid, and doth warrant and defend a good fee simple title to the said Barnabas Heard his heirs and assigns against the lawful claim or claims of all persons whatever,

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

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

James Johnstone {Seal}

{Seal}

Given under my hand and seal of office at Canton this 11th day of December AD 1839
John T. Cameron Clerk

(2nd of same date)

N. B. Whitehead } Recorded for Record 11th November & Recorded 19th December 1839
to
B. F. Moore

This Indenture made and entered into this the sixth day of November AD eighteen hundred and thirty nine between Nathan B. Whitehead of the County of Madison and State of Mississippi of the first part, and Bartholomew F. Moore of Halifax County and State of North Carolina of the second part Witnesseth, That whereas the said Nathan B. Whitehead has this day purchased of the said Moore forty thousand acres of unto caleb land in the Republic of Texas for the sum of Twenty thousand Dollars. Payable in two annual instalments and secured by two several promissory notes of the said Whitehead the first of which is dated payable on the first day of January AD eighteen hundred and forty three, and the second is due and payable on the first day of January AD. Eighteen hundred and forty four, The latter to secure the payment of which said Promissory Notes. And for the further consideration of five Dollars to the said Whitehead in hand paid by the said Moore, the receipt whereof is hereby acknowledged) he the said Nathan B. Whitehead hath this day bargained and sold, aliened granted and Conveyed unto the said Bartholomew F. Moore, his heirs and assigns forever the Bank stock, land Negroes and other property hereinafter specified and described in manner and form ~~and~~ to the intent and for the purposes above mentioned and subject to the limitations and conditions hereinafter particularly set forth. 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 land Mortgaged to the said Bank to secure the payment of said stock, said lands being described in said Deed of Mortgage and Recorded in the Office of the Clerk of Probate of the County aforesaid, – also the following named Negro slaves to Wit, Jacob a man aged about forty five years, Cesar aged 34, Sam aged 25 Dick aged 24, Peter aged 35, Allen aged 26, Henry aged 25, John aged 15, Bonnet boy aged 14, Britain man aged 20, Glasgow aged 12, Tom aged 10, Mintoman aged 9 – Polly woman aged 45, Charlotte aged 25, Big Aggy aged 20, Little aggy aged 17, Milly aged 02, Clara aged 24, Hannah aged 20, Amy aged 35, Celia aged 18, Rose aged 30, Morning

The State of Mississippi } Be it remembered that on this the 11th day of December AD 1839 before me the undersigned Clerk of the Probate Court in and for said County & State aforesaid personally appeared Bartholomew F. Moore Grantee in the within Deed of Mortgage and acknowledged the same to be his act and deed for the purposes therein mentioned and I do hereby certify that the said Mortgage was duly executed and acknowledged by the said Nathan B. Whitehead Mortgagor in the presence of the undersigned Clerk of said Court and I do now release the same from Record
Madison County } John T. Cameron Clerk

aged 18. Lucy aged 17. Mol aged 12, Nancy aged 9. Sylvia aged 8, Summer aged 4. Rosannah aged 10 & Quinia aged 6. Caroline aged 2. Delia aged 13, Teresa aged 4 Phillis aged 7. Maria aged 1. Martha aged 10 months, Emily aged 6 months, Bolivar boy aged 6 years, Horace aged 2. Henderson aged 2, Minor aged 14 Joe aged 40 and Washington aged 6 years, Also nine head of horses Six head of Mules, his entire Stock of Cattle say about fifty head, One hundred and twenty four head of Hogs one Pleasure Carriage, two Ox Wagons & teams and farming utensils of every kind now owned by the said Whitehead – Also the increase and Proceeds arising annually from the whole of the property above described – To have and to hold the above described Property to him the said Bartholomew F. Moore his heirs and assigns forever, Provided Always, and the foregoing grant is on condition and subject to the following limitations to wit, that if the said Nathan B. Whitehead shall well and fully pay & satisfy or Cause to be well and fully paid and satisfied the said several Promissory Notes with all interest thereon unto the said Bartholomew F. Moore his heirs or assigns when the same shall respectively become & fall due – that time and in that case & from thenceforth this Indenture and the Estate herein Conveyed shall be utterly void and as if never made. any thing herein to the Contrary notwithstanding

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

Interlineations made before signing

The State of Mississippi }
Madison County } Personally appeared before me James Priestly 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 as his act and deed on the day and year for the purposes therein mentioned –

Given under my hand & seal this the 11 day of Nov A.D. 1839

James Priestly J. P.

James M. Baker } Received for Record & Recorded 28th December 1839
Recd
L. L. & L. Polk }

This Indenture made this nineteenth day of December in the year of our Lord eighteen hundred and thirty nine between James M. Baker and Martha Baker his wife of Madison County, in the State of Mississippi of the first Part, and Lucius L. Polk and Leonidas Polk of the County of Maury in the State of Tennessee, of the second Part Witnesseth, That the said James M. Baker and Martha his wife, for and in Consideration of the sum of Eighteen thousand four hundred Dollars Current Money, to them in hand paid, before the execution of these Presents, the receipt whereof is hereby acknowledged have granted, bargained, sold, aleined, enfeoffed, released, conveyed and confirmed and by these Presents do grant, bargain sell, alein, enfeoff, release convey and confirm unto the said Lucius L. Polk and Leonidas Polk their heirs and assigns forever, all those tracts, Parcels of lands or parcels of land, situate and lying in Madison County, aforesaid, designated and described as follows, to wit, The West half of the North East

quarter of Section thirty three, the West half of the North West quarter of the North half of the West half of the South West quarter of Section thirty four, the South half of the East half of the South West quarter of Section thirty four — The South half of the West half of the South West quarter of Section thirty four the East half of the South East quarter of Section thirty three, the West half of the South East quarter of Section thirty three, (and the East half of the North East quarter of Section thirty three) all of which several Parcels of land are situate lying and being in Township Ten Range four East, (also the South half of the West half of the North East quarter of Section four, the North half of the West half of the North East quarter of Section four, the East half of the North East quarter of Section four, the East half of the North West quarter of Section four, and the West half of the North West quarter of Section three all of which said several last mentioned parcels of land, are situate lying and being in Township Nine Range four East) Containing in the whole nine hundred and forty four acres, more or less. To Have and to Hold, the said tracts, parts of tracts or Parcels of land as above described, and every part and parcel thereof, together with all and singular the buildings improvements, Privileges and appurtenances whatsoever thereto belonging, unto the said Lucius J. Polk and Leonidas Polk their heirs and assigns, to the only Proper use, benefit and behoof of the said Lucius J. Polk, and Leonidas Polk, their heirs and assigns forever, And the said James M. Baker and Martha his wife for themselves, their heirs Executors and Administrators, do hereby Covenant, promise and agree to and with the said Lucius J. Polk and Leonidas Polk, their heirs Executors administrators & assigns, that they the said James M. Baker and Martha his wife, the aforesaid several tracts Parts of tracts or parcels of land as above described, with the appurtenances, unto the said Lucius J. Polk, and Leonidas Polk their heirs & assigns, against them the said James M Baker and Martha his wife and their heirs and against all and every person whatsoever claiming or to Claim the said tracts, parts of tracts or parcels of land or any part or parcel thereof, or any right title or interest therein shall and will warrant and forever defend by these Presents,

In testimony whereof the said James M. Baker and Martha his wife have hereto set their hands and affixed their seals the day & year first above written,

Signed sealed delivered in Presence of
Test William Jones
John B. Johnson

James M. Baker {seal}
Martha. Baker {seal}

The State of Mississippi, Madison County set. Personally appeared before me the Subscriber a justice of the Peace in & for the County of Madison & State of Mississippi, the above named James M Baker and Martha his wife and acknowledged that they signed, sealed and delivered the foregoing instrument of writing as their act and deed, on the day and year therein mentioned, And the said Martha Baker, wife of the said James M. Baker being by me Privately examined, apart from her said husband, Previous to the Execution and acknowledgement of said deed, acknowledged that she signed sealed and delivered

her Seme as her voluntary act and deed freely, without any fear threats or compulsion of her said husband.

Given under my hand and seal this 19th day of December Anno Domini 1839

Henry White C.P. [Seal]

Lewis Campbell to John G. Ott, Deed Trust

Received for Record 12th November & Recorded 2d December 1839

This Indenture made the tenth day of November in the year of Our Lord eighteen hundred and thirty nine between Lewis Campbell of the County of Madison & State of Mississippi of the first Party and John G. Ott of the same County and State of the second part, and Hiram S. Thomas of the County of Yazoo, and the state aforesaid of the third part, Witnesseth that Whereas the said Lewis Campbell on the tenth day of March A.D. 1838 Made his Certain Promissory Note Negotiable and payable in the Agricultural Bank of Natchez, to the order of Christopher Fornday & Co. Payable on the tenth day of March A.D. 1839. for the sum of One thousand & fifty eight Dollars and fifty four Cents, and the said Hiram S. Thomas & Jno Wilson. C. Nisosen are Securities on the said Note,

And Whereas the said Lewis Campbell is indebted to the said Hiram S. Thomas on his Certain Due Bill, dated on the second of June A.D. 1839 for the sum of Two hundred and Ninety three dollars and thirty Cents — on which said Due Bill there is a Credit of Ninety Dollars, And Whereas also the said Lewis Campbell executed his Due Bill on the 27th day of November A.D. 1839 to the said Hiram S. Thomas for the sum of Seven hundred Dollars being for Money borrowed from the said Hiram S. Thomas, by the said Campbell

And the said Lewis Campbell is desirous to secure to the said Hiram S. Thomas the Payment of the said Notes as they have respectively Matured, Therefore be the said Lewis Campbell for and in Consideration of the Premises, and of One Dollar, to him in hand paid by the said John G. Ott, has bargained & sold, and do by these Present, Conform alien and Convey to him the said John G. Ott, his Successors and legal representatives the following tracts or Parcels of land situate and being in the County of Yazoo, State aforesaid, To Wit, The South half of Lot Number four of Section No. Seventeen in Township Nine of Range One West, Containing forty acres; Also Lot Number One of Section Nineteen in Township Nine of Range One West, Containing Fifty seven acres and fifty hundredths Also the said Lewis Campbell doth bargain and sell to the said John G. Ott, his Successors or legal representatives the following Slaves Namely, Coleman aged Twenty one years a Bright Mulatto Gregory aged Nineteen years (Brown) Hermon Eloy aged Thirty eight years, (Black) Amanda aged Seven years, (Black) Frances a girl aged fifteen Months (Brown) and their increase, To Have and to Hold the lands aforesaid herein Conveyed (Excepting as herein Excepted) with the appurtenances to the said John G. Ott, his Successors or

legal representatives free from any and against the right, title or claim of all and every Person or Persons whatsoever, and to the same are warranted, and to be defended, And the said Campbell warrants the title to said Slaves, and that they are Slaves for life — Yet this Conveyance is in Trust that at the Will and Pleasure of him the said Hiram S. Thomas, and he giving notice thereof in writing to the said John G. Ott his Successor or legal representatives - first however giving a reasonable notice thereof in some News paper in the County of Madison - to sell at Public auction to the highest bidder or bidders for ready Money so much of the said bargained Premises & Property as therein may suffice - and out of the Proceeds Pay the amount so due & shall paid to the said Hiram S. Thomas. And the Over plus if any to the said Lewis Campbell first however pay all Charges of such sale, and upon such sale the said John G. Ott, his Successors or legal representatives shall make to the Purchaser or Purchasers a Deed or Deeds for the lands or property so sold, but until such sale shall intervene the said Lewis Campbell may retain possession and use of the lands & Property herein Conveyed, And finally if he shall as herein contemplated fully pay and satisfy the said Several notes then and thereafter this Deed to be as null and as if never Made —

In testimony Whereof the Parties have hereunto Subscribed their Names and affixed their Seals the day and year above Written

Lewis Campbell {seal}
John G. Ott {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 Lewis Campbell and John G. Ott who acknowledged that they signed sealed and delivered the foregoing instrument on the day and year therein Mentioned as their act and Deed

Given under my hand and Seal of Office
{seal} at Canton this 12th day of November A.D. 1839
John T. Cameron Clerk

Caleb S. Brown
Reed Trust
John S. Griffing } Received for Record & Recorded December 28th 1839

This Indenture made & entered into this 27th day of December A.D. 1839 between Caleb S. Brown of Madison County State of Mississippi of the first part, & John S. Griffing of Jefferson County in said State, of the second part, and A. B. Jones of Jefferson County and Daniel Tisby of Claiborne County in said State of the third part, Witnesseth that whereas three several promissory notes were drawn by the said Brown and each endorsed by the said Jones and Tisby One of which is made for the sum of Seven thousand and Ninety four Dollars or thereabouts, due on the 1st day of January 1840 and Payable at the Planters Bank of Natchez, Another for the Sum of Three thousand one hundred and Eighty Dollars due on the 1st day of January 1840, and payable at the Commercial Bank of Rodney and

notes for the said sum of Three thousand One hundred and eighty dollars due on the first day of January 1841 and payable also at the forementioned Bank of Rodney, all of which notes have been negotiated to Dugald McCall for the exclusive benefit of said Brown, and on all of which the said Brown is still liable as maker, and the said Jones & Frisby are also still liable thereon as first and second endorsers. Now, in Consideration that the said Brown may fully indemnify and secure the said Jones and Frisby against any and all danger of Ultimate liability, and the payment of the aforesaid notes or any part thereof on which they are only accommodation endorsers. and for the further Consideration of five Dollars to the said Brown in hand paid by the said Griffing, he the said Brown doth hereby bargain sell and Convey unto the said Griffing the following described Negroes to Wit Cæsar a man aged 32 years, his Wife Minny aged 22, their two Children Henry aged 8 years and Charity 15 Months Jake a man aged 20 years, his Wife Mary aged 18, Daniel aged 24 his Wife Becca aged 20 years, one Child Eliza aged 5 years Addison aged 20 years, and his Wife, Margaret, aged 22 years, One Child Susan aged 3 years Charles aged 18 years, Nelly aged 38 years, Dick aged 65 years, Letta aged 15 years, Squire aged 15 years, Mary aged 12 years, which he the said Brown hereby warrants Slaves for life, and free from all incumbrances IN TRUST, Nevertheless that he the said Brown shall retain quiet possession, use and occupation of said Slaves until the said Jones and Frisby, or either of them shall be Compelled through the default of said Brown to pay any part of the aforesaid notes upon which they are endorsers as aforesaid, in which Case the said Griffing shall on request of said Jones and Frisby or either of them Proceed to sell at Public auction after having given ten days notice thereof in some Public News paper in the State of Mississippi, sufficient number of the aforesaid Negro Slaves to Wholly discharge any sum or sums thus paid by the said Jones and Frisby or either of them and the expenses of said sale, But if the said Brown shall fully pay or Cause to be paid the aforesaid sums of Money in said Notes specified without any let hindrance or expense to said Jones & Frisby or either of them by reason of their said endorsement, then the above Conveyance shall be void, otherwise the same shall remain in force, as Witness our hands & seals this day and date first above written.

C. S. Brown {seal}
John T. Griffing {seal}

The State of Mississippi
Madison County ss } Personally appeared before me John T. Cameron Clerk of the Probate Court of said County the abovenamed Caleb S. Brown 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,

{Seal}

Given under my hand and seal of Office at Canton this 27th Day of December A.D. 1839

John T. Cameron Clerk

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

Given under my hand and seal of Office
at Canton this 28th Day of December AD 1839
John T. Cameron Clerk

{Seal}

P. B. Reading } Received for Record 15th November Recorded December 1839
Deed
Inman Williams } This Indenture made and entered into this 4th day of October in the year of our Lord One thousand eight hundred and thirty Nine Between Pierson B. Reading of the County of Warren and State of Mississippi of the first part and Inman Williams of the County of Madison and State aforesaid of the second part. Witnesseth, that the said Pierson B. Reading for and in Consideration of the Sum of Eight hundred Dollars to him in hand paid by the said Inman Williams at and before the sealing and delivery of these Presents, the receipt whereof is hereby acknowledged, have this day granted bargained and sold, and by these Presents do grant, bargain and sell unto the said Inman Williams and to his heirs and assigns forever, all that Lot, piece or tract of land, situate lying and being in the County of Madison State aforesaid, and adjoining the Town of Livingston, and the land owned by William M. Royce said lot of land fronting on the road leading from the Town of Livingston to Vernon Eighty two feet, and running back from said Road Ninety Six feet, together with all and singular the premises and appurtenances thereunto belonging or in any wise appertaining. To Have and to hold to the said Inman Williams his heirs and assigns, all the foregoing described land and Premises in fee simple forever, And the said Pierson B. Reading for his heirs, administrators and Executors by these presents Covenants promises and agrees, to and with the the said Inman Williams his heirs administrators and Executors, that he will and his heirs Executors and Administrators shall forever Warrant and defend the title to said granted land and Premises against the Claim or Claims of all and every person and persons whatsoever both in law and Equity.

In testimony whereof the said Pierson B. Reading has hereunto set his hand and seal the day and year first above written

Witnesses Present P. P. Green
C. A. Gaskins

P. B. Reading {L. S.}

State of Mississippi } Personally appeared before me E. D. Downs Clerk
Warren County } of the Circuit Court of said County the above named Pierson B. Reading 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 this 5th Day of October 1839
E. D. Downs Clk

{Seal}

Anderson Webb
Deed
John S. Henry

Received for Record 14th Novmr & Recorded 30th December 1839

This Indenture made and entered into the Ninth day of July Anno Domini One thousand Eight hundred and thirty nine between Anderson Webb and Rucanna Webb his wife of the first part and John S. Henry of the second part, Witnesseth that for and in consideration of the Sum of Twenty eight hundred Dollars good and lawful Money paid by the said John S. Henry to the said Parties of the first part, the receipt whereof is hereby acknowledged, hath bargained Sold and Conveyed and by these Presents do bargain sell and Convey to the said John S. Henry all and singular a certain lot or parcel of ground lying and being in the County of Madison and State of Mississippi near the Town of Canton described as follows. Viz Beginning one hundred and twenty two and one half yards E of the S. W Corner of the E½ S.W¼ of Section No 19 of Township No 9 of Range No 3. E. from thence running due North 455 yards thence East 132½ yds thence South 455 yards from thence to the beginning Containing by estimation Eleven and one half acres be the same More or less together with all and singular the appurtenances thereunto belonging or in any wise appertaining. it being the same lot or parcel of ground Conveyed by Wm E. Henry wife to John S. Henry and from John S. Henry to Anderson Webb. for payment of which the said Anderson Webb Executed a Mortgage to John S. Henry which Mortgage has never been paid and Anderson Webb and Rucanna his wife do hereby transfer all their right title interest and Claim in and to said Lot or parcel of ground to the said John S. Henry his heirs Executors and administrators forever. To have and to hold, the same free from the said Anderson Webb, and Rucanna his wife their heirs Executors and administrators forever or any person or persons lawfully Claiming the same under them, and they for the More effectually making the title good to the said John S. Henry do hereby acknowledge and Certify that they never have Paid to the said John S. Henry any Part or Portion of the Purchase money for the aforesaid lot or parcel of ground. and that this Indenture is duly given because no Clause was Put in the Mortgage by which the said John S. Henry Could sell the lot or get a good title except by getting a transfer from the said Anderson Webb and Rucanna his wife without resorting to a suit in Chancery, and the said Anderson Webb and Rucanna his wife being wholly unable to Pay the purchase Money and solicitous to have the Bargain Cancelled, and they hereby transfer all their right title interest and Claim in and to said Lot, to the said John S. Henry as aforesaid. — In testimony Whereof they have hereunto set their hands and affixed their Seals the day and year first written

Attest J. J. Cameron as to
Rucanna Webb

Anderson Webb {seal}
Rucanna her + mark Webb {seal}

The State of Mississippi
Madison County ss

Personally appeared before me John J. Cameron Clerk of the Probate Court of said County, Anderson Webb, Whose name is subscribed to the foregoing Deed who acknowledged that he signed sealed and delivered

said Deed on the day and year therein mentioned as his act and Deed,

Given under my hand and seal of Office at Canton this 9th Day of July AD 1839

{Seal}

John T. Cameron Clerk

The State of Mississippi
Madison County } Personally appeared before me John T. Cameron Clerk of the Probate Clerk of the Probate Court of said County, Susana Webb wife of Anderson Webb the grantor in the foregoing Deed and whose name is also signed 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 without any fear threats or compulsion from her said husband

Given under my hand and seal of Office at Canton this 14th Day of November AD 1839

{Seal}

John T. Cameron Clerk

James M. Smith
Reed
John Smith } Received for Record 15th November Recorded 30th December 1839

Be James M. Smith and Martha Smith of the County of Rutherford and State of Tennessee have this day bargained and sold, and do hereby transfer and Convey to John Smith of Madison County Mississippi and his heirs forever for the Consideration of the sum of five thousand five hundred dollars to us in hand paid the receipt of which is hereby acknowledged, our Whole interest in and to certain tracts or parcels of land lying and being in Madison County Mississippi containing by estimation four hundred and forty acres be the same more or less, To Wit. The South East quarter, and East half of the South West quarter, and south half of the East half of the North east quarter of Section Nine of Township Nine in Range two East, and the West half of the North West quarter; and East half of the North East quarter of Section Ten of Township Nine in Range two East, To Have and to hold the same to the said John Smith his heirs and assigns forever, we do Covenant with the said John Smith that we are lawfully seized of said land have a good right to Convey it, and that the same is unincumbered. we do further Covenant and bind ourselves our heirs and representatives to warrant and forever defend the title to the said John Smith his heirs and designs against the lawful claims of all Persons whatever, this 16th day of April 1839

Jas M. Smith {Seal}
Martha Smith {Seal}

State of Tennessee
Rutherford County } Personally appeared before me Robert S. Morris Clerk of the County Court of said County James M. Smith who acknowledged that he signed sealed and delivered the within deed as his voluntary act the day and year therein named and for the purposes therein specified. Also the within named Martha Smith wife of said James M. Smith who being examined by me separate and apart from her said husband acknowledged that she signed sealed and delivered the within deed as her free and

voluntary act and deed on the day and year therein mentioned and for the purposes therein contained without any fear threat or compulsion from her said husband,

In testimony whereof I have hereunto set my hand and affixed my seal of office in Murfreesborough this Eighteenth day of April in the year of our Lord One thousand Eight hundred and thirty nine

{Seal}

Robt. S. Morris Clk

The State of Tennessee
Rutherford County } I William Vinson Chairman of the County Court of said County do hereby Certify that Robert S. Morris whose official signature appears to the written Certificate is the acting Clerk of said Court, he having been duly elected and qualified as such, and that due faith and Credit are paid to all of his official acts in any Court or office in the United States, and that his said attestation is in due form of Law,

Given under my hand and seal in said County this 18th Day of April A.D. 1839

Wm Vinson Chr {Seal}

Lewis Cogzine
Recd
H. R. W. Hill } Received for Record 15th Thursday Recorded 30th December 1839

This Indenture made this 15th day of November 1839 between Lewis Cogzine of Williamson County State of Tennessee and H. R. W. Hill of the City of New Orleans. Witnesseth that the said Lewis Cogzine for and in Consideration of the sum of Fifteen thousand dollars to him in hand paid the Rec't whereof is hereby acknowledged have this day bargained & sold & do by these Presents bargain sell alend & convey unto the said Henry R. W. Hill his heirs & assigns forever the following property to wit, my undivided half of the tract of land in Madison County now in Cultivation in Partnership with my late Brother Reese Cogzine. Known & designated as Section Twenty, the West half of the South East quarter & the North half of the East half of the North West quarter of Section twenty nine Township Eight Range Two East, together with all & singular the appurtenances thereunto belonging or in any wise appertaining. To Have & to hold — above described Lands to the said H. R. W. Hill, & the said Lewis Cogzine do for himself his heirs & assigns. Executors & administrators agree to warrant & forever defend the right & title of said property unto, all & every claim shall now also my undivided half of the following slaves on said Plantation viz Jack Anthony, Milly & Child, Dicy, America, & Child Major, Martha, Sarah, Lucy & two Children John & Minda, Charles, Charlotte & Child Grandison, Lawson, Judy Little Lucy & Child, Margaret, Lewis, Rose, (Hardiman Milly) & Child Milly, Sam Molly, Susan & Child Virgil, Venus, also my undivided half of all the Stock Crop Made the Present year on the place, together with all the farming utensils Furniture &c. also my undivided half of three Negroes on Red River Warner, Edmund, Fanny & Ann, to be delivered on the plantation in Madison County, also the following Negroes which are in my own proper name to Wit, Maria & two Children Susan & Jane, Henry Mary & two Children Green & Mary, Bob, Jack, Harriet & Child, Yellow Bob, & the

following Negroes in Tennessee Aaron Rose & three Children, also Barouche & horses, all the above described Negroes Slaves for life I hereby Convey to the said Henry W. M. Heidt his heirs & assigns forever together with all the other property therein named, the said Heidt to pay the Overseer his present year Salary, I warrant & defend the title of the above property agst, my heirs Executors & administrators & all other Claims whatever,

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

Lewis. Corzine {seal}

The State of Mississippi } Personally appeared before me William
Madison County } A. Bailey Judge of the Probate Court of said County the above named Lewis Corzine who acknowledged that he signed sealed & delivered the foregoing Deed for the purposes therein contained on the day it bears date,

Given under my hand & seal this 15th day of November AD 1839

Wm A. Bailey {seal}
Judge of Probate

Joseph Clark
And Trust
Chas Thomas & Andrews } Received for Record 15th Nov. & Recorded 31st December 1839

This Indenture Made this thirtieth day of September in the year of our Lord one thousand Eight hundred and thirty Nine Between Joseph Clark of the County of Madison and State of Mississippi of the one Part, and John H. Chatham and John G. Andrews both of the same County and State of the other part, Whereas the said Joseph Clark stands indebted to the persons hereinafter mentioned in the sums of Money hereinafter specified viz to wit, to the Commercial and Rail Road Bank of Vicksburg in the sum of Eighty thousand four hundred and fifty nine Dollars and Twenty six Cents, by two Several promissory Notes signed by the said Clark and E. B. Herbert, and Charles B. Green as Securities, each of said Notes for the sum of four thousand two hundred and seventy nine Dollars and sixty three Cents, both dated 21st day of March One thousand Eight hundred and thirty eight, both payable to Ford Markham & Co. One payable twelve Months after the Ninth day of April 1838. the other payable twenty four Months after the said Ninth day of April 1839. and both assigned and transferred by the said Ford Markham & Co to the said Bank, Also in the sum of thirteen thousand Dollars to George R. Clark, by two Several Promissory Notes, both dated the seventh day of September 1839. one of them for ten thousand Dollars, payable on the first day of March 1840 the other for the sum of three thousand dollars Payable on demand one day after date. Also to N. G. S. Dick & Co in the sum of about twenty four hundred Dollars, or whatever sum may be due them on settlement, also to M. G. Sale in the sum of Eight hundred and twenty Nine Dollars and Ninety Cents by a promissory note Payable, on the fifth day of September 1839. Also in the sum of two hundred Dollars due Nelson Blanchard payable first of January 1839. Also to the Mississippi

and Alabama Rail Road Company about the sum of five thousand four hun-
-dred dollars or whatever balance due them on settlement, also to the Mis-
-sissippi Union Bank in the sum of two thousand dollars, by a promissory
note for four thousand dollars offered for discount, and discounted for
the said sum of two thousand dollars, also to J. Russell & Co about the sum
of eleven hundred dollars, payable on the first January 1840. also to the
Commercial and Rail Road Bank aforesaid for the balance due on a Note
of said Clarks discounted for his accommodation at the Vicksburg Branch
of said Banking Company also to Robb and Balfour for small note of
$30. or 40$ and an account for goods and Merchandise sold said Clark
by them, Also to William Cargill in the sum of two hundred and sixty
dollars, by Promissory note payable on demand, also to Doctor M.
Atchison in the sum of five hundred dollars by a promissory Note for
[illegible] and Medical account, And also to Charles B Green in
the sum of One hundred $ by note due first of January 1846, as
well more fully appear reference being had to the said promissory
Notes, accounts & settlements &c. NOW, THIS INDENTURE,—
Witnesseth, that the said Joseph Clark as well for and in Consideration
of the aforesaid debts, and for the better securing the payment thereof
unto the Creditors aforesaid as of the sum of One hundred Dollars to him
in hand paid by the said Cheatham and Andrews at and before the
ensealing and delivery hereof, the receipt whereof is hereby acknowledged
hath granted, bargained, sold, aliened, enfeoffed, released, conveyed and confirmed
and by these presents doth grant, bargain, sell, alien, enfeoff, release con-
-vey and confirm unto the said Cheatham and Andrews their heirs and
assigns and successors in and to the trust hereinafter mentioned the fol-
-lowing described real and Personal Estate to Wit, the North half and
the South West quarter of Section No Twenty eight in Township No Eight
Range No One West, Choctaw District, and the South East quarter of section
No twenty one, And the East half of the South West quarter of said Section
twenty one, and the West half of the South West quarter of Section No
Twenty two, in the same Township Range and District, all lying and being
in the County and State aforesaid; Also two sections of land, one lying
and being in Panola County, the other in De Soto, State aforesaid, both
sold and conveyed by John M. LeGrand to the said Joseph Clark, as fully
well more fully appear reference being had to said Deed or Deeds of Conveyance
about for Recording, Also the following Named Slaves to Wit, Jack aged
about 35 years, Dall about 25, Peg about 17, Ned about 14, Arch about
13, Rich about 12, Sandy about 10, John about 6, Bill about 3, George
about 1, Fanny about 45, Amy about 25, Lis about 13, Peter about
12, Ted about 10, Nash about 6, Frank about 8, Nathan about 1
George about 35, Jemima about 22 and Child, Carroll about 3 -
Ras about 30, Cinda about 25, Phil about 35, and Hannah about
35, also twelve head of horses, branded J. C. one Waggon & yoke of
Oxen 50 head of Hogs, 50 head of Cattle, all the house hold furniture
of said Clark and three thousand Bushels of Corn, To Have and to
Hold the said tracts of land Hereditaments and Premises hereby granted
or mentioned or intended so to be, with the appurtenances unto said

Nevertheless to a Mortgage on that part, lying in Madison County given to the Union Bank for Stock) and the said Slaves and the increase of the females and the other Personal Estate herein described or mentioned or intended so to be, unto the said Cheatham and Andrews, their heirs assigns and successors, to the only proper use and behoof of the said Cheatham and Andrews, their heirs assigns and successors, forever In Trust however, and to the intent and purpose that if the aforesaid debts and sums of Money and all lawful interest thereon, are not well and truly paid and discharged when they become due and payable respectively or within twelve Months from and after they become due, by the said Joseph Clark his heirs Executors, or administrators them and in that Case and on the written request of any two of the aforesaid Creditors, the said Cheatham and Andrews, or the survivor of them in Case one of them should depart this life, shall and may in the Execution of the Trust hereby taken upon themselves, advertise the said real and Personal Estate for sale, in any Newspaper Published in the said County of Madison for the space of thirty days previous to the day of sale, and sell the same on the Plantation of said Clark where he now resides, for Cash, and to execute and acknowledge all legal and necessary Conveyance and Conveyances, and Bills of Sale to transfer and Convey the Property so Sold to the purchaser or purchasers thereof in fee simple And if from any Cause the said Real or Personal Estate or both should not be sold on the day so appointed, the sale may be adjourned to the day following; And in Case no Sale or a Partial Sale only should be made, the said Trustees or the Survivor, shall and may advertise again and sell, and this as often as may be necessary to effect a sale of the whole of said Estate real and Personal, The Proceeds of such Sale or Sales (Except the Proceeds of the sale of the two Sections of land Conveyed by the said LeGrand as aforesaid) to be applied in the first place to the payment of the Expenses of such Sale or Sales (Except the Costs of the sale of the LeGrand Sections) and in the second place, to the payment of the two Notes, each for the sum of $4279.43 given to Fred Markham &c, and now the property of the Commercial and Rail Road Bank, aforesaid, and all interest thereon, This preference of the payment of the said two Notes is given in Consequence of said Notes have been given to secure the payment of the Consideration of Three hundred and twenty acres of the land aforesaid, which land the securities to said notes agreed should be Mortgaged to the Union Bank for stock by said Clark free of that incumbrance; And in the third place in payment and discharge of the other debts aforesaid and all legal interest due thereon, And the Proceeds of the sale or Sales of the two Sections of land Conveyed by said LeGrand to said Clark to be applied in the first place to the Costs of the sale of said land, and in the second place to the payment of one half of three several Promissory notes each for the sum of $4333.33⅓ one due 8 January 1839, one, January 1840, the other January 1841. on which said notes the said Clark is Security for the said LeGrand. The residue if any arising from the sale or Sales of these two sections to be accounted for to the said LeGrand his Executors or administrators, and the residue if any of

the Proceeds of the sale or sales of the other property sold and Possessed to be accounted for to the said Joseph Clark his Executors or administrators Provided always Nevertheless that if the said Joseph Clark his heirs Executors or administrators shall well and truly pay or Cause to be paid the aforesaid debts and Sums of Money and all legal interest due or to grow due thereon, before the day of sale then this Present Indenture of the Estate hereby granted, shall Cease, determine and become absolutely null and void to all intents and purposes any thing herein before Contained to the Contrary in any wise notwithstanding

In Witness whereof the said Joseph Clark, John W. Cheatham and John G. Andrews, have hereto set their hands and affixed their seals on the day and year first above written,

signed sealed & delivered in presence of
Thos R. Girault.

Joseph Clark {seal}
Jno W. Cheatham {seal}
{seal}

State of Mississippi
Madison County } Personally before the undersigned an acting justice of the Peace in and for said County appeared the before named grantors Joseph Clark and John W. Cheatham one of the afore named Jurors who severally acknowledged that they signed sealed and delivered the foregoing instrument of Writing voluntarily for the uses and purposes therein expressed on the day and year therein mentioned as their act and deed,

Given under my hand and seal this 25th day of October A.D. 1839

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

Saml M. Flowrnoy Shff } Received for Record 16th March 1839 & Recorded 8th January 1840
Use
Coleman Nichols }

This Indenture made and entered into this sixteenth day of June Anno Domini One thousand Eight hundred and thirty nine between Samuel M. Flowrnoy Sheriff of Madison County Mississippi of the first Part, and Coleman Nichols of the second part, Witnesseth that Whereas Judgment was rendered by the Circuit Court of the County of Madison aforesaid against Alfred Healey Et al, in the following Cases. Viz: at the May Term 1838 of said Court, at the Suit of Briggs Lacoste & Co for the Sum of $1211 [illegible] Cents Bank of Natchez for $542 [illegible] and at the October Term 1838 of said Court at the Suit of R. A. Thompson use &c for $390 [illegible], and R. M. & A. L. Thompson use &c for $105 [illegible] with interest at the rate of Eight per Cent per Annum from date until paid and costs of Suit, and Whereas Writs of Fieri facias issued from the Office of the Clerk of Circuit Court aforesaid directed to the Sheriff of Madison County aforesaid, commanding him that of the goods and Chattels, lands and tenements, of the aforesaid Alfred Healey Et al, he Cause to be made the Sums of Money mentioned in said Writs of Fieri Facias, to render to the said Plaintiffs at the October Term AD 1839 of said Court, and the said Sheriff in Conformity of the Command of said Writs Proceeded on the 15th day of May AD 1839 to levy the aforesaid Writs of Fieri Facias, on the following described tract or Parcel of land, as the Property of the aforesaid Defendant, lying and being in the County of

Madison aforesaid Known as the W½ S E¼ section No 2. W½ N W¼ section No 19. W½ S E¼ and S½ E½ S E¼ of section No 29. N W¼ and N½ W½ N E¼ of section 33. W½ N W¼. N½ W½. N E¼. E½ N E¼ section 32, all in Township No 11 Range No 4 East. Containing by estimation Six hundred & Eighty acres be the same more or less, and the said Sheriff Proceeded to advertise the same for thirty days previous to the 16th day of June A.D 1839 in the Madison Whig advocate, a Public Newspaper Printed in the Town of Canton Miss. the aforesaid land for sale at the Court house door in the Town of Canton aforesaid, and the said Samuel M. Flournoy Sheriff as aforesaid also proceeded on the 16th day of June A.D. 1839 to offer the same for sale at the Court house door aforesaid to the highest bidder for Cash, and Coleman Nichols appeared and bid Thirty Seven and an half Cents per acre, which was more than any other person did or would bid, Now Therefore for and in Consideration of the aforesaid sum of Thirty Seven and an half Cents per acre to me in hand paid the receipt of which is hereby acknowledged, I Samuel M. Flournoy Sheriff as aforesaid by virtue of the authority vested in me as Sheriff, do hereby bargain sell and convey to the aforesaid Coleman Nichols all the right title interest and Claim of the aforesaid Alford Haley 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 — — — — — heirs Executors and administrators

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

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

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

{seal} John T. Lamison Clerk

Hillis Walton Lend to N. W. Staples } Received for Record 16th November 1839 & Recorded 1st January 1840

This Indenture made this the twenty first day of August Eighteen hundred and thirty seven. Between Hillis Walton and Margaret Walton his wife of the County of Madison and State of Mississippi of the first part. and Nathaniel W Staples, of the County and State aforesaid of the second Part. Witnesseth that the said Hillis Walton and Margaret Walton his wife for and in Consideration of the sum of Eight hundred Dollars in hand paid the receipt whereof is hereby acknowledged have granted bargained sold and conveyed and Confirmed, and by these Presents do grant bargain sell convey and Confirm unto the said Nathaniel W. Staples his heirs and assigns forever all that tract or lot of ground [illegible]ing and being in the Town of Canton County of Madison and State of M[illegible]ssi known and designated as follows. Beginning at the South East [illegible] of the Lot leased by Montgomery

Fulton, from Hillis Walton on Liberty Street, running on said Street south one hundred feet to Fulton Street, thence on Fulton Street two hundred feet East, thence North with T. S. Salmons line one hundred feet, thence West with the line of said lot bounded by Montgomery & Fulton two hundred feet to the place of the beginning - and appurtenances and all the Estate, right, title interest Property and Claime of the said Hillis Walton and Margaret his wife in and to the same. To have and to hold the ground hereby conveyed with all and singular the premises and every part and parcel thereof with the appurtenances, unto the said Nathaniel W. Staples his heirs and assigns forever, And the said Hillis Walton and Margaret his wife for themselves their heirs executors and administrators do Covenant Promise and agree to and with the said Nathaniel W. Staples his heirs and assigns by these presents, that the premises before mentioned now are and forever hereafter shall remain free from all former and other gifts, grants, Bargains, Sales Charges and incumbrances whatsoever done or to be done by the said Hillis Walton and Margaret his wife And the said Hillis Walton and Margaret his wife their heirs Executors and administrators all and singular the Premises hereby bargained and sold with the appurtenances unto the said Nathaniel W. Staples his heirs and assigns against the said Hillis Walton and Margaret his wife and their heirs and all and every other person or persons whatsoever do and will warrant, and forever defend by these Presents, In testimony Whereof the said Hillis Walton and Margaret his wife have hereunto set their hands and affixed their seals the day and year above written,

all interlineations done before signing sealing and delivering this deed } Hillis Walton {seal}
Margaret Walton {seal}

The State of Mississippi } Personally appeared before the undersigned
Madison County } Clerk of the Circuit Court in and for said County Hillis Walton and Margaret his wife and acknowledged the signing, sealing and delivering of the within deed to be their act and deed, The said Margaret wife of the said Hillis Walton being examined separate and apart from her said husband acknowledged that she signed sealed and delivered the within deed without the fear threats or coersion of her said husband.

{seal} In testimony whereof I have hereunto set my hand and affixed the seal of my said office at Canton this twenty fifth day of August in the year of our Lord One thousand eight hundred and thirty seven

S. D. Livingston Clk

John Germany } Received for Record 18th November Recorded 1st January 1840
Sled } Madison County April 25th 1839
Allen Courtney }

Know all men by these presents that I John Germany Sr of the County of Madison and State of Mississippi for and in consideration of the sum of twenty five hundred dollars the receipt whereof is hereby acknowledged, do by these Presents

grant, bargain sell and convey to Allen Courtney of the County & State aforesaid his heirs and assigns the following described tract or Parcel of land Viz. The South half of the West half N. W. quarter of section No 23. Township No 11 of Range No 4 E. Containing 39.$\frac{87}{100}$ acres. together with the S½ E½ N W¼ Containing 39.$\frac{87}{100}$ acres. likewise the S½ E½ N E¼ in Section No Twenty one Township No 11 Range 4 E. Containing 39.$\frac{87}{100}$ acres (Reserving one quarter of an acre including the Burying Ground on said land) To Have & to hold the above granted Premises, with the Privileges and appurtenances thereunto belonging to the said Allen Courtney his heirs and assigns to his and their use and behoof forever, And I the said John Germany for myself my heirs Executors and administrators, do hereby covenant with the said Allen Courtney his heirs and assigns that I am lawfully seized in fee of the above granted Premises, and that they are free from all incumbrances, and that I will and my heirs Executors & administrators shall warrant and defend the same against the lawful Claims of all persons.

In Witness Whereof I the said John Germany have hereunto set my hand and seal this the 22nd April 1839.

The word "County" in fifth line written above before signing

John Germany for {seal}

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

{seal}

Given under my hand and seal of Office
at Canton this 22nd Day of April A.D. 1839
John T. Cameron Clk

Willis Walton } Received for Record 16th November 1839 & Recorded 1st January 1840
Deed
John Mann } This Indenture made and entered into this 14th day of November A.D. 1839 Between Willis Walton and Margaret Walton his wife of the first part and John Mann of the second part, all of the County of Madison and State of Mississippi. Witnesseth that the said party of the first part for and in Consideration of the sum of Twelve hundred & fifty Dollars to them in hand paid by the said party of the second part at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, Have this day granted, bargained and sold, 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 the said party of the first part (it being an undivided interest of one fourth part) of in and to the following described Lot or Parcel of ground situate lying and being in the Town of Canton in the County of Madison and State of Mississippi More particularly described as being the Eastern part of Lot No Three in Square No Two according to the Plan of said Town and on which Lot of Ground is situated a Store house at Present occupied by the firm of Cash Cox & Co To Have and to Hold the above described Lot or Parcel of ground together with all and singular the hereditaments and

appurtenances thereunto belonging or in any wise appertaining unto the said Party of the second part, his heirs Executors administrators and assigns forever, And the said party of the first part, for themselves their heirs Executors and Administrators do hereby Covenant and agree to and with the said party of the second part his heirs &c that they are well seized in fee of the aforegranted premises, that they have good right and lawful authority to sell and Convey the same in manner and form aforesaid that said premises are Conveyed free and quit of all incumbrances and that they will and their heirs Executors and Administrators shall warrant and defend the title to the above described and hereby granted Premises with the appurtenances from and against themselves their heirs &c, and from and against all and every other person or persons Whatsoever either lawfully or Equitably Claiming or to Claime said premises or any part thereof unto the said Party of the second part his heirs and assigns forever by these Presents,

In testimony Whereof the said Willis Walton and Margaret Walton his wife party of the first part have hereunto set their hands and affixed their seals the day and year first above Written.

Willis Walton {seal}
Margaret Walton {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 Willis Walton, and Margaret Walton 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 Margaret the wife of said Willis Walton on a Private examination separate and apart from her husband, acknowledged that they signed sealed and delivered said Deed as her voluntary act and deed freely and without any fear threats or Compulsion of her said husband,

Given under my hand and seal of Office at Canton this 16th day of November AD 1839

{seal}

John T. Cameron Clerk

J. J. Henry P. Attorney
J. H. Hanney

Received for Record 20th November 1839 & Recorded 1st January 1840

The State of Mississippi
Madison County } Know all Men by these Presents that I John J. Henry of the County and State aforesaid do hereby appoint Joseph H. Hanney of the same State & County My legal agent and attorney and do hereby acknowledge him my lawful agent and attorney to collect the State County and Special Tax of the County aforesaid for 1837. or at least so much thereof as has not been previously Collected, and I hereby make his acts as such as binding on me as tho. I had done the same in my own Proper person.

Given under My hand and seal this 20th day of November 1837.

J. J. Henry {seal}

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

Henry who acknowledged that he signed sealed and delivered the foregoing Power of Attorney on the day and year therein Mentioned as his act and deed. Given under my hand and seal of office at Canton this 20th day of December A.D. 1839

{Seal} John T. Cameron Clerk

J. S. Yerger
Bill Sale
Nancy Mabry

Recorded for Record 3rd December 1839 & Recorded 4th January 1840

Know all men by these presents that for and in consideration that Mrs Nancy Mabry wife of Jesse Mabry joined in the Conveyance with her husband Jesse Mabry, Conveying to me Certain lands Negroes and personal property in said Conveyance mentioned and described, which conveyance is dated the 15th of November 1839, and by joining in said Conveyance relinquished her right of Dower therein, I Jacob S. Yerger of the County of Madison have given, granted, bargained and sold, and by these presents do give grant, bargain and sell unto the said Nancy Mabry in her own right and for her separate use and benefit not subject to the Control of her said husband Jesse Mabry, all and singular the following Slaves and personal property to Wit. Sandy and Coby & 2 Children Celesta & Louis, Hamilton & Matilda. Jake Coby, James & Coby and an Child Amanda, Simeon. Ned Coby, Phillis and Child Christe, 4 Cows. the Sheep, Sow & pigs and the loom and fixtures and the house hold furniture purchased by me from the said Jesse Mabry and the Carriage and Horses also purchased from the said Jesse Mabry together with the Kitchen furniture purchased from the said Jesse Mabry by me. To have and to hold to the said Nancy Mabry her heirs and assigns forever free from all claim or liability on account of her husband the said Jesse Mabry and to and for her sole and separate use benefit and behoof not in the least subject to the Control of her said husband Jesse Mabry, And I do Covenant and agree to and with the said Nancy Mabry her heirs Executors, Administrators and assigns that I will Warrant and defend the right title Claim and interest in and to said Slaves and personal property against all and every person or persons whatsoever Claiming by through or under me.

In testimony of which I have hereunto set my hand and seal this 15th day of November 1839

J. S. Yerger {Seal}

State of Mississippi
Madison County } Personally appeared before the undersigned an acting Justice of the Peace in and for the County of Madison and State aforesaid the above named Jacob S. Yerger the bargainer in the foregoing bill of sale to Nancy Mabry the bargainee and acknowledged that he signed sealed and delivered the same as his act and deed for the purposes therein mentioned

In testimony Whereof I have hereunto set my hand and affixed my private seal (as my Common seal of office) having no other seal of Office on this 18th day of November 1839

J. S. Salmon J.P. {Seal}
Justice of the Peace for
Madison County Mississippi

H. T. Irish
Power Attorney
James Grafton

Received for Record & Recorded January 6th 1840

Know all Men by these presents that I Henry T. Irish of the Town & County of Newport of the State of Rhode Island do Constitute and appoint James Grafton of Madison County and State of Mississippi my true & lawful attorney for me my heirs Executors administrators & assigns, to do a certain thing herein after mentioned, Whereas in the year Eighteen hundred & thirty five, I sold to one H. N. Spencer of the Town of Port Gibson & State of Mississippi a certain tract of land lying in Madison County Mississippi to wit Twenty one Eighths or about that number, in sec tions, five six, seven, eight Eighteen & Seventeen, in Township Nine of Range Two East, also another Eighth in same Township, but not adjoining said other Eighths, making as aforesaid about Twenty one Eighths, this land was sold by me to said Spencer about the first of December Eighteen hundred & thirty five for about twenty seven thousand Dollars, payable in one, two & three years And a Mortgage given my by said Spencer & wife to secure said payment to me, which payment I have received in full. The object of this writing is to empower said Grafton to do all and every act that may be necessary to make out good said Mortgage, and all acts to this end executed by said Grafton shall be as valid as if I had been present & executed them myself, upon me my heirs Executors administrators & assigns. Witness my hand & seal this 25th July 1837

Witness Josiah C. Shaw,
George T. White

Henry T. Irish {Seal}

Newport ss. } On this twenty fifth day of September at Newport in the State of Rhode Island & Providence Plantations in the year of our Lord One Thousand Eight hundred and thirty nine Personally appeared Henry T. Irish of the Town of Newport to me well known and after the insertion of Seven instead of Second in the third line on the other side acknowledged the aforegoing instrument by him signed and sealed to be his voluntary act and Deed before me

Josiah C. Shaw for {Seal}
Public Notary

{Seal}

Charles P. Williams
Sued
Wm F. Walker

Received for Record & Recorded January 6th 1840

State of Mississippi
Madison County } Know all Men by these presents that I Charles P. Williams and Elizabeth Ann his Wife of the County and State aforesaid for and in Consideration of the sum of three thousand Dollars to them in hand paid have this day bargained and sold, and by these presents do bargain sell and convey unto William F. Walker of the County and State aforesaid a certain tract of land lying and being in said County as follows, W½ of the N.E¼ and the N½ of the N½ of the S.E¼ of Section 33 of Township 9 of Range 3 East, Containing One hundred and twenty acres more or less. the title of said land we bind our selves our heirs and Executors and assigns to warrant and defend unto the said William F. Walker his heirs and assigns forever

As witness our hands and seals this 27th day of December 1836

Seste
Jno E. Richardson

C. P. Williams {Seal}
Elizabeth A. Williams {Seal}

The State of Mississippi } This day personally appeared before me the undersigned
Madison County } Justice of the peace for said County C. P. Williams who ac-
knowledged that he signed sealed & delivered the above tract of land, at the
same time I have examined his wife Elizabeth Ann separately & apart from her
husband who acknowledges that she signed sealed & delivered the above tract of land
without fear threats or compulsion from her husband & her voluntary act.

Given under my hand & seal this 28th of December 1839

Charles Moore J P {Seal}

George Crockett } Received for Record 3rd & Recorded 6th January 1840
Lind
Sam. F. Dorr } This Indenture, made this 13th day of December in
the year of our Lord One thousand eight hundred and thirty nine Between
George Crockett & Margaret Crockett his wife of Davidson County and State of
Tennessee of the one Part, and Samuel F. Dorr of the County and State of
New York of the other Part, Witnesseth. That the said George Crockett &
Margaret Crockett his wife for and in Consideration of the Sum of Twelve
hundred and seventy eight dollars to them in hand paid by the said Samuel
F Dorr the receipt whereof is hereby acknowledged 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 Samuel
F Dorr his heirs and assigns forever, a certain tract, piece or parcel of
land, situate lying and being in the County of Madison in the State of
Mississippi, containing Two hundred and thirteen acres and fifty three hun-
dredths of an acre (213 53/100 acres) being the North West quarter, and East half
of South East quarter of Section Number Seventeen, and Township Number
Ten of Range Number Five East, and being the same Parcel of land conveyed
to George Crockett by William E Gillespie by Deed bearing date the 8th day
of June 1839 and Registered the 6th February 1839 in the Registers office of Madison
County Mississippi in Book F Pages 171 & 172. To Have and to hold the afore-
said land with all and singular the rights Profits. emoluments. hereditaments
and appurtenances of in and to the same belonging or in any way appertaining
to the only proper use benefit and behoof of him the said Samuel F Dorr — his
heirs and assigns forever, And the said George Crockett & Margaret Crockett his wife for their
heirs Executors and administrators do Covenant and agree to and with the said
Samuel F. Dorr. his heirs or assigns, that the before recited lands and bargained
premises they will warrant and forever defend against the right title interest
or Claim of all and every person or persons whomsoever,

In Witness Whereof the said George Crockett & Margaret Crockett his
wife have hereunto set their hands and affixed their seals the day and year first
above written

Signed sealed and delivered in Presence of
Jos A. Sharp
James Adams

George Crockett {Seal}
Margaret Crockett {Seal}

State of Tennessee } Be it Remembered that on this 13th day of December AD 1839
Davidson County } Personally appeared before the undersigned Judge of the
District Court of the United States for the District of Middle Tennessee

in said State. George Crockett and Margaret his wife, the grantors in the within Indenture named severally acknowledged the same to be their voluntary act and deed and that they signed sealed & delivered the same for the uses & purposes therein mentioned, and the said Margaret Crockett being by me examined separate & apart from her said husband acknowledged that she signed sealed & delivered the same as her voluntary act and deed freely without any fear threats or compulsion of her said husband.

As witness my hand & seal this day & year aforesaid.

Morgan W. Brown {Seal}

United States of America } Jacob McGavock Clerk of the Circuit District Court of the United States for the District of Middle Tennessee

Certify that Morgan W. Brown whose name is signed to the foregoing acknowledgement is Judge of the District Court of the United States for the District of Middle Tennessee & to his official acts as such full fair and credit ought given

In testimony Whereof I have hereunto set my hand and affixed the seal of said Court in Nashville this 19th day of December in 1839 and of the Independence of the United States

{Seal}

Jacob McGavock

William Hoy
Mortgage
Wm M. Hadin et al } Received for Record 18th November 1839 & Recorded 7th January 1840

This Indenture Made this the Eighteenth day of November Eighteen hundred and thirty nine Between William Hoy of the County of Madison State of Mississippi of the one part, and William M. Hadin & William E. Harrold of the County of Madison and State of Mississippi of the other part, Witnesseth that the said William Hoy in and for the Consideration of the Sum of Ten Dollars in hand paid the receipt whereof is hereby acknowledged hath granted, bargained sold, aliened and confirmed and by these presents doth grant, sell, bargain, alien and confirm unto the said William M. Hadin & William E. Harrold their heirs and assigns all the following described and named property real & personal lying being & situated in the County of Madison State of Mississippi (to Wit) The South half of East half of South East quarter & West half of South East quarter, South West quarter South half of West half of North East quarter Section Thirty five and North East quarter of Section two, and South half of East half of North West quarter Section Thirty five, Township Nine Range Two East & the East half of South West quarter Section Twelve Township Eight Range Two East, South half of West half of South West quarter Section twenty five & East half North East quarter & East half of South East quarter Section Thirty five Township Eleven Range Three East, West half of East half of North East quarter Section two Township Range Three East, together with all and singular the hereditaments and appurtenances belonging to same, and the rents and profits thereof, also the following named Negroes Slaves for life Ephraim Man of Black Complexion about Twenty seven years old, Harriet Man of Black Color aged about Nineteen years old, Adaline Negro Woman of Black Complexion aged about twenty two years, Nancy Woman Black Complexion aged about Eighteen years, Sabina

Woman aged about Twenty Black Complexion, all of the above named & described property has been heretofore Mortgaged to the Union Bank of Mississippi for the purpose of procuring Stock in said Bank, and the Stock declared or may hereafter be declared, on said property is by these presents sold bargained and Conveyed unto the said Haden & Harrold their heirs and assigns, also the following lot of ground lying in the Town of Canton Madison County State of Mississippi and known on plat of said Town as Lot Number four in Square Number Two, together with all & singular the hereditaments in any wise belonging to same Also the following named Negroes (to Wit) Anna Woman aged about Thirty Six years, of Black Complexion, Maria Woman aged Thirty four years Black Complexion Martha Woman of Black Complexion aged about twenty years, Rachel Woman of Black Complexion aged about Eighteen years old, and Ned Boy Black Complexion aged about Fifteen years, Also One Pleasure Carriage, three Waggons, Twelves Mules, fifteen Horses, and house hold furniture, To have and to hold the said premises and property both real & Personal hereby aleined & Confirmed with the appurtenances to the sole and proper, use, benefit, and behoof of the said William M. Haden & William E. Harrold their heirs and assigns forever; Provided Always, and these presents are upon the express Condition that if the said William Hoy his heirs or assigns do and shall well and truly pay or Cause to be paid the following Specified Notes (to Wit) One Note to the Commercial Bank of Natchez at its Branch at Canton Mi for the Sum of four thousand dollars due Twenty seventh day of April 1840. One other to same Bank for the Sum of One thousand Dollars, which fell due 16th day of June last. (1839) And One Judgement in the Circuit Court of the United States Court at Jackson in favor of - - - - - Bradlove for the Sum of Thirty five hundred Dollars, which has to be paid 1st of May (1840) One Note due January last to Jo. Luttrell (Adm.) of the Estate of Andrew Beattie (dec.d) for the Sum of Twenty three & ten dollars, And one other due & payable to Doctor Burnham for the Sum of Fifteen hundred dollars, One other Note due Mitchell & Stuart 1st day of Feby 1839 for the Sum of Two thousand Dollars, and One Note payable to Joseph H. Marshall due about September 1838 for five hundred Dollars, One other due & payable to the Mississippi & Alabama Rail Road Company at Brandon for the Sum of Eight thousand Dollars, to all of which Notes & for the payment of the Sums in said Notes & Judgement the said William M. Haden & William E. Harrold are bound as Securities, together with interest that may accrue thereupon in Manner as particularly specified in said Judgement and Notes against said William Hoy and to which the said William M. Haden & William E. Harrold are bound as Securities, that then and in that Case these presents and every thing herein Contained to be void, any thing herein Contained to the Contrary notwithstanding

In Witness whereof the said William Hoy hath hereunto set his hand & affixed his seal the date the day and year above written.

The State of Mississippi } W. Hoy {seal}
Madison County ss } Personally appeared before me John T. Cannon Clerk of the Probate Court of said County the above named William Hoy 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 18th day of November A.D. 1839

{seal}

John T. Cannon Clerk

James B. Rupell to Chas. D. Searles Deed

Received for Record 21st November 1839 & Recorded 7th January 1840

This Indenture Made and entered into this twenty-sixth day of November A.D. 1839 between James B. Rupell and Sarah Rupell his wife of the one part, and Charles D. Searles of the other part, all of the County of Madison and State of Mississippi Witnesseth that the said party of the first part for and in Consideration of the Sum of Eleven 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. Have this day granted bargained and sold, and by these presents do grant, bargain sell and convey unto the said party of the second part, his heirs and assigns forever a certain lot or parcel of ground situate lying and being in the Town of Canton in the County and State aforesaid Bounded and described as follows. to Wit. Beginning at a Stake on the East side of Liberty Street where Fulton Street intersects the said Liberty Street, thence East with Fulton Street two hundred feet to a Stake. J. J. Salmons South West Corner. thence North with said Salmons line One hundred feet, thence West two hundred feet, to Liberty Street, thence South with said Street One hundred feet to the beginning. together with all and singular the hereditaments and appurtenances thereunto belonging or of right appertaining, and all the right title interest property claim or demand whatsoever in law or Equity of them the said party of the first part. their heirs Executors or administrators of in and to the said premises. To Have and to Hold the said above described and hereby granted premises with the appurtenances unto the said party of the second part his heirs and assigns forever, in fee simple, And the said party of the first part for themselves their heirs Executors and Administrators do hereby covenant and agree to and with the said party of the second part, his heirs Executors Administrators and assigns that they are well seized in fee of the aforegranted premises. that they have good right to sell and convey the same as aforesaid that said premises are conveyed free and quit of all incumbrances, And that they will and their Heirs shall warrant and defend the title to the aforegranted Premises with the appurtenances unto the said party of the second part, his heirs & against themselves their heirs and against all and every person or persons whomsoever either lawfully or Equitably claiming or to claim said premises or any part thereof. by from or under them or any of them forever by these presents,

In testimony whereof the said James B. Rupell and Sarah Rupell his wife Party of the first part have hereunto set their hands and affixed their seals the day and year above written.

(Attest Henry White)

James B. Rupell {Seal}
Sarah her X mark Rupell {Seal}

The State of Mississippi
Madison County } Personally appeared before me Henry White an acting Justice of the Peace in and for said County the above named James B. Rupell and Sarah Rupell 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 Sarah Wife of said James B. Rupell 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 and without any fear-

threats or compulsion of her said husband,

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

Henry White J.P. {seal}

Drury Sumrall et al
to
William Speights

Received for Record 19th December 1839 & Recorded 7th January 1840

This Indenture Made this Twenty Seventh day of March in the year of our Lord One thousand Eight hundred and thirty seven between Drury Sumrall of the State of Mississippi and County of Jasper, and Alexander R. Hawthorne of the said State and County of Hinds of the first part, and William Speights of the same State and County of Madison of the second part. Witnesseth that the said Drury Sumrall and Alexander R. Hawthorne for and in Consideration of the Sum of Eight hundred Dollars to them in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant bargain sell and convey unto the said William Speights his heirs and assigns all that Certain tract or piece of land situate lying and being in the County of Hinds, and State aforesaid and particularly known and designated, as the East half of the North West quarter, of Section number Eight, Township Number Seven of Range Number two East, containing Seventy nine 84/100 acres. together with all and singular the privileges and appurtenances thereunto belonging or in any wise appertaining: To Have and to hold the above granted and described Premises and every part and parcel thereof unto the said William Speights his heirs and assigns to his and their only proper use benefit and behoof forever in fee simple, And the said Drury Sumrall and Alexander R. Hawthorne for themselves their heirs and assigns do hereby Covenant and agree with the said William Speights his heirs and assigns, that they will warrant and defend forever, the tract or parcel of land and premises aforesaid, and the right and title thereof to the said William Speights his heirs and assigns forever as aforesaid by these presents,

Witness our hands and seals the day and year first above written

Drury Sumrall {seal}
A. R. Hawthorn {seal}

The State of Mississippi
Jasper County } Personally appeared before me the undersigned Clerk of the Circuit Court of said County Drury Sumrall whose name is subscribed to the foregoing deed and acknowledged that he signed sealed and delivered the same on the day and year therein specified as his act and deed,

Given under my hand and private seal there being no seal of Office to said Court this 27th day of March 1837.

{seal} Larkin Collins Clk C.C.

The State of Mississippi
Jasper County } Know all men by these presents, that I Nancy Sumrall wife of the within named Drury Sumrall for and in Consideration of the within mentioned sum to me paid the receipt of which I do hereby acknowledge do hereby relinquish all my right to Dower to the within described land,

Witness my hand and seal the day and year first above written

Nancy her mark Sumrall {seal}

The State of Mississippi } Personally appeared before me the undersigned Clerk
Jasper County } of the Circuit Court of said County Nancy Dunnsall wife of the said Henry Dunnsall and on a private examination separate and apart from her husband, acknowledged — that she did her name thereto voluntarily without fear threats or compulsion of her husband as her relinquishment of dower. Given under my hand and private seal there being no seal of Office to said Court this March 27th 1837

{Seal} Larkin Collins Clk C. C. C

The State of Mississippi }
Marion County ss } Personally appeared before me Edward B. Scarborough Clerk of the Probate Court of said County the written named A. H. Hearn therein who acknowledged that he signed sealed and delivered the written deed on the day and year and for the purposes therein expressed as his act and deed

{Seal} Given under my hand and seal of Office this 28rd day of April 1838

Ed B. Scarborough Clk

Ben B. Lee } Received for Record & Recorded 15th January 1840
Power attorney } The State of Mississippi }
Willie Lyons } Madison County } Know all men by these Presents that I have Constituted and appointed Willie Lyons my Attorney to transact for me and in my name the following Viz to transfer the Stock which I have taken in the Real Estate Bank of Hinds County to William Dearmond of the County and State aforesaid he having become the Purchaser and owner of the Lands or Real Estate Mortgaged to the said Bank, and on which the said Stock was secured, and the said Willie Lyons Attorney as aforesaid is hereby authorized and empowered to sign my name and do and perform all and every thing necessary in the premises as if I were personally Present or Could do in person.

Witness my hand and seal this 10th Day of January A.D. 1840

The State of Mississippi } B. B. Lee {seal}
Madison County } Personally appeared before the undersigned Justice of the Peace in & for the County aforesaid Benjamin B. Lee who acknowledged that he signed sealed — delivered the above instrument of writing for the purposes therein Mentioned and the same is his proper act and deed on the day and year therein written.

Given under my hand and seal this 10th Day of January A.D. 1840

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

X

B. B. Lee } Received for Record & Recorded 15th January 1840
Deed } The State of Mississippi }
William Dearmond } Madison County } This Deed made this tenth day of January One thousand eight hundred and forty Between Benjamin B. Lee and Frances Lee his wife of the first part and William Dearmond of the second part Witnesseth that the said Benjamin and Frances his wife for and in Consideration of four thousand

two hundred dollars have bargained sold and released, and by these presents do bargain sell and release unto the said William Dearmond, he having made the payment of the sum specified above the receipt and payment is hereby acknowledged for the following tract or parcel of Land Known as follows. The West half South west quarter of section Nineteen Township Eleven Range four East. The South East quarter of section Twelve, The East half of the South East quarter of section Twenty four, and three fourths of the West half of the South East quarter of section Twenty four all of Township Eleven Range three East, Containing in all four hundred and twenty acres be the same More or less. and the same has been Mortgaged to the Real Estate Bank of Hinds County by the said Benjamin and Frances. Now Know ye that the said William Dearmond is to have and to hold all the above tract or parcel of land with its appurtenances, rights, titles, interests and hereditaments thereunto belonging or in any incident or appertaining forever. And we the said Benjamin and Frances bind our selves our heirs Executors and administrators firmly by these presents to warrant and defend the same unto the said William Dearmond his heirs or assigns against ourselves and all persons lawfully claiming the same or any part thereof,

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

B. B. Lee (Seal)
Frances Lee (Seal)

The State of Mississippi
Madison County } Personally appeared before the undersigned Justice of the peace in and for said County Benjamin B Lee the Grantor of the within Deed who acknowledged that he signed sealed and delivered the within Deed on the day and year therein mentioned for the purposes therein mentioned and that same is his proper act and deed,

Given under my hand and seal this 10th day of January A.D. 1840

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

On a private examination of Mrs Frances Lee wife of the grantor of the within Deed separate and apart from her said husband she acknowledged that she signed sealed and delivered his within Deed without any fear threats or Compulsion of her said husband it being her voluntary act and Deed on the day and year therein mentioned.

Given under my hand and seal this 10th day of January A.D. 1840

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

Joseph Clark Clerk } Received for Record 18th & Recorded 20th January 1840
William Cargill } This Indenture made and entered into the 10th day of January in the year of our Lord one thousand Eight hundred and forty

between Joseph Clark and Elizabeth Clark wife of said Clark of the County of Madison and State of Mississippi of the first part and William Cargill of Hinds County and State aforesaid of the second part, Witnesseth that the said Joseph Clark and Elizabeth Clark for and in Consideration of the sum of Eight thousand dollars to them in hand paid by the said William Cargill at and before the sealing and delivery of these presents the receipt whereof is hereby acknowledged, have this day granted bargained and sold and by these Presents do the grant bargain and sell unto the said Wm Cargill and to his heirs and assigns forever all that Certain Parcel or tract of land situate lying and being in the County of Madison and designated as follows to Wit Township Eight Range 1 West, the South East quarter, and S. half of the S.W. quarter of Section 21. the N. half of the S.W. quarter of Section 22 the North half of Section 28. also the S.W. quarter of Section 28 all lying and being in the Township above mentioned being Eight hundred acres more or less together with all and singular the premises and appurtenances thereunto belonging or in any wise appertaining. To Have and to hold to the said William Cargill his heirs and assigns all the foregoing described land and premises in fee Simple forever, And the said Joseph Clark and Elizabeth Clark for themselves their heirs Executors and administrators by these presents Covenant promise and agree to and with the said Wm Cargill his heirs Executors and administrators, that they will and their heirs Executors and administrators shall forever warrant and defend the title to said granted land and premises against the Claim or Claims of all and every person or persons whosoever both at law and Equity.

In testimony whereof the said Joseph Clark & Elizabeth Clark hereunto set their hands and seals the day and year first above written

Joseph Clark (seal)
Elizabeth Clark (seal)

State of Mississippi
Madison County } Personally appeared before me Henry N. Foster an acting Justice of the Peace in and for said County Joseph Clark who acknowledged that he Signed Sealed and delivered the foregoing deed as his act and deed for the purposes therein Contained on the day and year therein mentioned At the same time also appeared Elizabeth Clark wife of the said Joseph Clark who on a private examination separate and apart from her said husband acknowledged that she signed sealed and delivered the foregoing deed as her voluntary act and deed without any threats fear or Compulsion from her said husband. Given under My hand and seal this 18th day of January AD 1840

Henry N. Foster J.P. (seal)

C. C. Herbert Clerk
John H. Cheatham } Received for Record & Recorded 20th January 1840

This Indenture made and entered into this the 20th day of January in the year of our Lord one thousand Eight hundred and forty by and between Cheatham C. Herbert, and Mary A. Herbert his wife of the County of Madison and State of Mississippi on the first part, and John H. Cheatham of the County and State aforesaid of the other part,

Witnesseth that for and in Consideration of the sum of Thirteen thousand five hundred dollars by the said Cheatham to the said Herbert in hand paid the receipt whereof is hereby acknowledged they the said Claiborne C. Herbert and Mary A. Herbert his wife have this day given granted bargained and sold, and by these Indenture do give grant. bargain sell and Convey unto the said Cheatham the following pieces parcels or tracts of land situate lying and being in the said County of Madison and State aforesaid known and designated as the North West quarter, and the East half of the South West quarter, and the West half of the South East quarter of Section number four - and the following Beginning at the North East Corner of the North West quarter of the said Section thence running in a South easterly direction with the main road from Vernon to Rocky Mount. as far as the Central line of the Section Containing Thirty four acres. also the East half of the North West quarter, and Sixteen acres off the North end of the West half of the North East quarter of Section Number Nine all of Township Number Eight of Range Number One West, the whole Containing four Hundred and fifty one acres. To Have and to hold the same to him the said Cheatham his heirs and assigns forever. and they the said Claiborne C. Herbert and Mary A. Herbert his wife for themselves their heirs Executors and administrators to and with the said Cheatham do Covenant and agree warrant and forever to defend the title to the aforesaid lands and bargained Premises forever. against the Claim or Claims of all and singular every Person or persons whatsoever,

In testimony whereof the said Claiborne C. Herbert and Mary A. Herbert his wife have hereunto set their hands and affixed their seals on the day and year first above written.

C. C. Herbert {seal}
Mary A. Herbert {seal}

State of Mississippi
Madison County } Personally appeared before me Henry A. Foster acting Justice of the Peace in and for said County the before named Claiborne C. Herbert and Mary A. Herbert his wife who severally acknowledged that they signed sealed and delivered the foregoing deed on the day and year therein Mentioned as their act and deed, And on a Private examination separate and apart from her husband the said Mary A. Herbert acknowledged that she signed sealed and delivered the same as her act and deed voluntarily and without any threats. fear or compulsion from her said husband,

Given under my hand and seal this 20th day of January A.D. 1840

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

Sarah Mack
Power Attorney
Spyker & Gillespie } Received for Record 3d & Recorded 23rd January 1840

Know all Men by these presents that I Sarah Mack the widow of Joseph Mack deceased, of the County of Davidson and State of Tennessee, do hereby nominate, constitute and appoint Baldwin H. Spyker and William E. Gillespie, of the County of Madison and State of Mississippi my true and lawful attornies in fact. to demand and to procure the assignment of dower

for me in any lands that have belonged to my said husband Joseph Mick in the State of Mississippi; and to secure my interest in any other species of property in said State belonging to the Estate of my said husband, and I do further empower my said attorneys in fact to lease such Power interest on the best terms they can, and to collect the rents thereof, and to give receipts as my agents in the transaction of said business, as well as to execute any other instruments that may be necessary and proper to accomplish the above objects, and I do hereby further declare the effect and meaning of this power to be, that either of my said agents in the absence of the other shall have full power and authority to do any act for me, the same as if both were present acting, and I do hereby ratify and confirm all their acts either done jointly or separately as above mentioned, the same as if I should be personally present acting in my proper person.

In testimony whereof I have hereunto set my hand & seal this the 24th day of December 1839

State of Tennessee
Davidson County } Sarah Mick {Seal}

Personally appeared before me Smith Criddle Clerk of the County Court of said County the within named Sarah Mick the Constituent with whom I am personally acquainted and who acknowledged that she executed the within Power of attorney for the purposes therein contained

Witness my hand and seal of office this 24th day of Dec 1839

{Seal}
Smith Criddle
By Polk T. Harris Deputy

State of Tennessee
Davidson County } I Elihu S. Hall Chairman of Davidson County Court aforesaid do hereby Certify that Smith Criddle whose name is signed to the foregoing Certificate is Clerk of said County Court duly qualified according to law and that his Certificate is in due form of law.

Given under my hand and seal this 24th Dec 1839

E. S. Hall {Seal}

Sarah Mick
Revocation of Power of Atty
Jesse Mick } Received for Record 20th & Recorded 23rd January 1840
State of Tennessee
Davidson County } Know all Men by these Presents that Whereas I Sarah Mick widow of Joseph Mick deceased, in and by my letter of Attorney bearing date the 13th day of March 1838 did make Constitute and appoint Jesse Mick my true and lawful attorney for me and in my name to execute full and ample Deeds of relinquishment or release of my right of Dower as Wife of Joseph Mick as by the said letter of Attorney may appear. Now Know ye that I the said Sarah Mick Widow of Joseph Mick dec^d have revoked, Countermanded, annulled and made void, and by these presents do revoke Countermand annul and make void the said letter of Attorney and all power and authority thereby given or intended to be given to the said Jesse Mick.

In Witness Whereof I have hereunto set my hand and seal this 11th day of January 1840.

State of Tennessee
Davidson County ss } Sarah Mick {Seal}

Be it Remembered that on this 11th Jany 1840. Came

Sarah Mack before me Elihu S. Heath an acting Justice of the Peace of said County and acknowledged the foregoing instrument of writing or revocation of a power of Attorney to be her act and deed,

Given under my hand and seal the date above

E. S. Heath {Seal}

State of Tennessee
Davidson County ss } I Certify that Elihu S. Heath Esqr whose name is signed to the foregoing Certificate is and was at the time of signing the same an acting Justice of the Peace for my County.

In testimony whereof I hereto subscribe my name and affix the seal of Davidson County Court at office in Nashville this 11th day of Jany A.D. 1840

{Seal}

Smith Criddle Clk of
Said Court
By Philip A. Harris Deputy

Calvin S. Blalock to Received for Record 27th December Recorded 23d January 1840
Sand
James P. Head } This Indenture made and entered into this twenty fifth day of December Anno Dominni Eighteen hundred and thirty Nine between Calvin S. Blalock of the County of Madison and State of Mississippi of the one part, and James P. Head of the County of Green and State of Alabama of the other part, Witnesseth that for and in Consideration of the sum of five hundred dollars to him in hand paid before the signing sealing and delivery of these presents, the receipt whereof is hereby acknowledged hath granted bargained sold, aliened enfeoffed and confirmed, and by these presents doth grant, bargain sell alien enfeoff and confirm unto the said James P. Head and to his heirs and assigns all that Lot of ground situated lying and being in the Town of Madisonville in the County and State aforesaid known as the "Madisonville Coffee House" but more particularly known — designated as Lot Number Sixty Nine (69) in Square Number Eight (8) fronting on Main Street Thirty (30) feet and running back fifty (50) feet together with all and singular the houses and improvements thereupon. To Have and to hold the said Lot and improvements forever in fee simple, And the said Calvin S Blalock doth bind himself his heirs Executors & administrators and assigns to warrant and forever defend the title of the above described lot of ground against the Claim or Claims of all other persons either in law or equity.

In Witness Whereof I have hereunto set my hand and seal this the day and year first written

C. S. Blalock {Seal}

In presence of

The State of Mississippi
Madison County } Personally appeared before the undersigned Justice of the peace in and for said County the above named Calvin S Blalock and acknowledged that he signed sealed and delivered the within instrument of writing on the day & year therein mentioned as his act and deed

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

Tho. A. M. Donald J.P. {Seal}

John S. Henry } Received for Record 22nd November 1839 & Recorded 24th January 1840
Deed
Samuel Hamblin } This Indenture made and entered into by and between John S. Henry and Nancy his wife of the first part, and Samuel Hamblin of the second part all of the County of Madison and State of Mississippi. Witnesseth that for and in Consideration of the Sum of thirty five hundred Dollars good and lawful money of the State aforesaid paid by the said Samuel Hamblin of the second part, to the said John S. Henry and Nancy his wife of the first part, the receipt whereof is hereby acknowledged, the said John S. Henry and Nancy his wife have this day bargained and sold, and by these presents do bargain sell and convey to the said Samuel Hamblin his heirs and assigns forever, all and singular a certain lot or parcel of ground in the County and State aforesaid near the Town of Canton described as follows viz: beginning One hundred and twenty two and one half yards East of the South West Corner of the East half of the South West quarter of Section No 19 in Township No 9 of Range No 3 East, thence running due North 455 yards thence East 122½ yards, thence 455 yard South, thence to the Beginning containing by estimation Eleven and one half acres, be the same more or less, together with all and singular the woods, Waters, Mines and Minerals thereunto belonging or in any way appertaining. To Have and to hold free from molestation by the said John S. Henry and Nancy his Wife their heirs assigns or administrators forever, or any other person or persons Claiming or to Claim the Same.

In testimony Whereof the said John S. Henry and Nancy his wife have hereunto set their hands and affixed their seals this 21st day of November 1839

Signed sealed and delivered in presence of } J. S. Henry {Seal}
The State of Mississippi } N. Henry {Seal}
Madison County } Personally appeared before the undersigned an acting Justice of the Peace in and for the County of Madison State aforesaid John S. Henry who acknowledged that he signed sealed and delivered the foregoing deed on the day and year therein Mentioned as his own act and deed.

Also Nancy Henry Wife of the above named John S. Henry who being by me examined Privately and apart from her said husband acknowledged that she signed sealed and delivered the foregoing deed on the day and year therein specified as her own voluntary act and deed and not from any threat fear or Compulsion of her said husband.

Given under my hand and seal this 21st day of November A.D. 1839

Henry White J.P. {Seal}

Francis M. Brooks } Received for Record 6th January & Recorded 3rd February 1840
Power Attorney
Stephen M. Old } Know all men by these presents that I Francis M. Brooks of the County of Yazoo and State of Mississippi have this day nominated made constituted and appointed and by these presents do nominate make constitute and appoint Stephen M. Old of the County of Madison and

State aforesaid my true and lawful Attorney in fact for me and in my name, Place and Stead to Keep preserve use and possess the following personal property in the County of Madison State aforesaid viz One Negro Man Slave named Isham of dark Complexion about 27 years old, One Negro Woman Slave named Delilah of dark Complexion about 20 years old. her two Children Sam a Black Complexion about 3 years old and Armstead a Mulatto boy about 2 years old. 3 Cows and the increase of them. 5 yearlings and the increase of them. 2 horses 3 Beds and bedding. and also the increase of the said Negro Woman Slave Delila until I shall demand the said property from the said Stephen Old when the same and the increase of the said Negro Woman and the said Cows and yearlings are to be delivered in good Condition as when received, to me or my order, And in Case of my death the said Old shall deliver all of the said property with the increase of the same whenever my legal representatives shall demand the same of him hereby ratifying and Confirming all things which my said Attorney shall lawfully do in the premises in Carrying out the foregoing Power. and giving the same force power and effect to his act or acts in the premises as if the same were done by me in my own proper person, In testimony whereof I have hereunto set my hand and seal this 4th day of January A.D. 1840.

Travis M. Brooks {Seal}

The State of Mississippi
Yazoo County ss } Personally appeared before me George Crockett Clerk of the Probate Court of said County and State Travis M. Brooks who acknowledged that he signed sealed and delivered the foregoing power of attorney on the day and year therein mentioned as his act and deed for the purposes therein mentioned,

Given under my hand and seal of my Office at the Town of Benton this 4th day of January A.D. 1840

{Seal}

Geo Crockett Clk

H. R. M. Hill
Power attorney
John Montgomery } Recorded for Record 4th & Record 6th February 1840

I hereby authorise John Montgomery to sign my name to any Bond or Bonds to try the right of Property, or in any zoning way to represent my Property interest in Madison County as fully as I could do were I present, Witness my hand & seal Dec 27, 1839

H. R. M. Hill {Seal}

Test Saml Hamblin

The State of Mississippi
Madison County ss } Personally appeared before me John T. Cameron Clerk of the Probate Court of said County Samuel Hamblin the subscribing witness to the within Power or letter of attorney who being duly sworn deposed and said that he saw H. R. M. Hill whose name is subscribed thereto sign seal and deliver said instrument on the day and year therein mentioned, that he then deponent subscribed his name thereto as a witness in presence of said Hill on the day and year therein mentioned

Given under my hand and seal of Office at Canton this 4th day of February A.D. 1840

{Seal}

John T. Cameron Clerk

J. W. P. McGimsey } Received for Record 25th November 1839 & Recorded 6th February 1840
Deed
Vincent Moore } This Indenture Made & Concluded this 4th day of November in the year of our Lord one thousand eight hundred & thirty nine between John W. P. McGimsey & his wife Martha M. C. McGimsey of the County of Madison and State of Mississippi of the first part & Vincent Moore of the County & State aforesaid of the second part. Witnesseth that the said Party of the first part, for & in Consideration of the sum of seven thousand Dollars to them in hand paid, the receipt whereof is hereby acknowledged have bargained, sold, remised, released & quit Claimed & by these Presents do bargain, sell, remise, release & quit Claim unto the said party of the second part his heirs & assigns forever the following tracts or Parcels of land situate lying & being in the County & State aforesaid & designated as the South half of the East half of the South East quarter of Section two & the South West quarter of Section One in Township Ten Range four East, Containing by estimation two hundred acres, be the same more or less. To Have & to hold the above described land & bargained Premises with all & singular the the hereditaments & appurtenances thereunto belonging or in any wise appertaining to the only proper use & benefit of him the said party of the second part his heirs & assigns forever, and the said party of the first part, for themselves their heirs &c do remise release & quit claim all their right title & interest in & to the above described land & bargained Premises unto the said party of the second part his heirs & assigns forever,

In testimony Whereof the said Party of the first part have hereunto set their hands & seals the date above written

J. W. P. McGimsey {seal}
Martha M. C. McGimsey {seal}

The State of Mississippi
Madison County } Personally appeared before me J. M. Baker an acting Justice of the Peace in & for said County John W. P. McGimsey who acknowledged that he signed sealed & delivered the foregoing deed of quit Claim as his act & deed on the day & for the purposes therein specified, At the same time Came Martha M. C. McGimsey wife of the said J. W. P. McGimsey, who being examined separately & apart from her said husband, acknowledged that she signed sealed & delivered the foregoing deed of relinquishment & quit Claim freely & voluntarily as her act & deed on the day & for the purposes therein specified, without the fear threat or Compulsion of her said husband,

Given under my hand & seal this 4th day of November 1839.

James M. Baker J. P. {seal}

Jos. M. Wadlington
Deed Trust
J. M. Flournoy } Received for Record 15th January & Recorded 6th February 1840
This Indenture made and entered into this fifteenth day of January in the year of Our Lord Eighteen hundred and forty Between James M. Wadlington of the County of Madison & State of Mississippi of the first part, & Samuel M. Flournoy of the same County

& State of the second part & Polly Wadlington and Warner W. Wadlington Executrix & Executor of Mercer Wadlington dec.d of the County of Carroll & State aforesaid of the third Part, Whereas the said James M. Wadlington is justly indebted to the said Polly & Warner W. Wadlington Executrix & Executor as aforesaid in the Sum of One thousand and fifty three Dollars as by a promissory Note executed by the said James M. Wadlington, William P. Wadlington & John T. Wadlington bearing date the Sixth day of January 1840 & due twelve Months after date more fully appears which debt the said James M. Wadlington is desirous to secure — Now this Indenture Witnesseth, that for & in Consideration of the Premises and for the further Consideration of One Dollar to the said James M. Wadlington in hand paid by the said Samuel M. Flournoy the receipt whereof is hereby acknowledged he the said James M. Wadlington hath given granted, bargained sold & Conveyed & by these Presents doth give grant bargain sell & Convey unto the said Samuel M. Flournoy his heirs & assigns a Negro Girl named Mesy aged fifteen years To Have & to hold the said Negro Girl unto him the said Samuel M. Flournoy his heirs & assigns forever. And the said James M. Wadlington for himself, his heirs, Executors & administrators doth hereby Covenant & agree with the said Samuel M. Flournoy his heirs & assigns that he will Warrant & defend the said Negro Girl unto him the said Samuel M. Flournoy his heirs & assigns forever against the lawful Claims of all persons whomsoever. IN TRUST NEVERTHELESS, upon this Condition, that if the said James M. Wadlington shall make default in the payment of the aforesaid Sum of One thousand and fifty three dollars either in whole or in part, at the time when the same becomes due & payable then the said Samuel M. Flournoy or his legal representatives upon the request either of the said Polly or Warner W. Wadlington Executrix & Executor as aforesaid or their legal representatives shall proceed to sell the said Negro Girl for Cash after having advertised the sale for the Space of thirty days in the Madison Whig Advocate or some other paper Published in Canton and out of the Monies arising from from said sale shall after satisfying the Charges thereof & all other expenses attending the Premises pay to the said Polly & Warner W. Wadlington, or their legal representatives the said Sum of One thousand & fifty three dollars or whatever amount remains to be paid together with interest accruing thereon & the balance if any shall pay to the said James M. Wadlington, But if the whole of said Debt shall have been paid & discharged at the time at which the same becomes due, then this Indenture is to be void otherwise to remain in full force & virtue, In testimony whereof the said parties of the first & second parts have hereunto set their hands and seals this day & year first above written.

all interlineations & erasures made before signing & sealing these Presents

J. M. Wadlington {seal}
S. M. Flournoy {seal}

Test Wm M. Turner. Will J. Bailey

The State of Mississippi } Personally appeared before me William
Madison County } S. Bailey Judge of Probates in & for said Coun

James M. Wallington who acknowledged that he signed sealed & delivered the foregoing Deed of Trust on the day it bears date, for the purposes therein contained, Given under my hand & seal this 15th day of January AD 1840.

Wm J. Bailey
Judge of Probate (Seal)

John S. Henry and Riland H. Nash } Received for Record 25th Novr 1839 & Recorded 6th February 1840

This Indenture made and entered into the twenty ninth day of May Anno Domini One thousand eight hundred and thirty nine by and between John S. Henry and Nancy his wife of the State of Mississippi Madison County of the first part, and Riland H. Nash of the State of Alabama Pickens County of the second part Witnesseth. That for and in Consideration of the sum of Two thousand Dollars good and lawful money in hand paid by the said party of the second part to the said parties of the first part. the receipt whereof is hereby acknowledged. hath bargained sold. and Conveyed and by these Presents do bargain sell and Convey to the said Riland H. Nash of the second part his heirs and assigns forever a Certain lot or parcel of ground in the County of Madison and State of Mississippi near the Town of Canton particularly known as a part of the E½ of SW¼ of Section No 19 of Township No 9 of Range 3 East, in the Cleveland District sold at Mount Salus land Office Mississippi Commencing two hundred and ten yards from the N E Corner of said E½ SW¼ of Section 19 of Township No 9 of Range 3 East, running thence South to the Corner of John B. Bowcotte & Thos Acre lot. thence E 59⅔ yards thence North to the Northern line of said E½ of SW¼ of Section 19 Township 9 of Range 3 East, thence West 59⅔ yards to the beginning Containing Six acres More or less. it being the same land deeded from Willis Walton and Margaret his wife to the aforesaid John S. Henry Recorded in Book of Deeds & pages 53 & 54 in the Probate Clerk office of Madison County aforesaid. To Have and to Hold the same together with all the appurtenances thereunto belonging or in any wise appertaining, and the said John S. Henry and Nancy his wife doth hereby grant bargain and quit Claim to the aforesaid Lot or Parcel of ground to the aforesaid Riland H. Nash his heirs Executors and administrators forever. To have and to hold the same free from the said John S. Henry and Nancy his wife their heirs Executors and administrators.

In testimony Whereof the said John S. Henry and Nancy his wife have hereunto set their hands and affixed their seals the day and year first above written,

J. S. Henry (Seal)
Nancy Henry (Seal)

The State of Mississippi
Madison County } Personally appeared before me Thomas Priestly an acting Justice of the Peace in and for said County the within named John S. Henry and Nancy Henry who acknowledge that they signed sealed and delivered the foregoing Deed as their act and deed for the purposes therein expressed and the said Nancy Henry wife of the said John S. Henry being by me examined separate and apart from her said husband, and the contents

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

Given under my hand and seal this the 23d day of November A.D. 1839

James Priestley J.P. (Seal)

D. N. Healey Deed / Lewis Finley } Received for Record 25th November 1839 & Recorded 10th February 1840

This Indenture made this 12th day of October One thousand Eight hundred and thirty nine between David N. Healey and Maria L. Healey his wife of Madison County State of Mississippi of the first part, and William Finley and Lewis Finley 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 hundred Dollars to them in hand paid the receipt whereof is hereby acknowledged have this day sold and delivered to the said party of the second part a tract or parcel of land containing eighty acres more or less together with all the appurtenances thereunto belonging the same lying and being in the County aforesaid and designated as the East half of the South East fourth of Section fifteen in Township Eight of Range three East of the Basis Meridian Choctaw District. the said Party of the first part do hereby bind themselves their heirs and assigns to warrant and defend the title of the above described premises to the said party of the second part their heirs and assigns forever against all Claims whatsoever.

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

D. N. Healey (seal)
M. L. Healey (seal)

The State of Mississippi
Madison County } Personally appeared before the undersigned Justice of the Peace in said County the within named David N. Healey & Maria L. Healey his wife & severally acknowledged that they signed sealed and delivered the within instrument of writing on the day & year therein mentioned as their act and deed. And I hereby certify that the said Maria L. Wife of the said David N. Healey being by me privately examined apart from her said husband previously acknowledged that she signed sealed and delivered the said instrument of writing as her voluntary act & deed freely & without any fear threats or compulsion of her said husband.

Given under my hand and seal this 13th day of Oct A.D. 1839

Henry Garrett J.P. (Seal)

Thomas Hendrick Mortgage / Jas B. Slade } Received for Record 20th November 1839 & Recorded 10th February 1840

This Indenture made and entered into this tenth day of November in the year of our Lord One thousand Eight hundred and thirty nine between Thomas Hendrick of the first part, and James B. Slade of the second part both of the County of Madison and State of

Mississippi, Witnesseth that whereas the said party of the first part now is and hath been for a long space of time justly indebted to Messrs N. & S. Slick & Co of the City of New Orleans in divers large sums of Money, and hath executed to them his several promissory notes for the same, and among them two Notes the one for thirty thousand four hundred and twelve 7/100 Dollars payable at the Union Bank of Louisiana on or before the 1st day of February 1842, the other for thirty four thousand and ninety eight 3/100 Dollars payable at the Union Bank of Louisiana on or before the 1st day of February 1844, and whereas the said Hendrwall with the said Slade as his surety and joint drawer hath this day executed to the said N. & S. Slick & Co in lieu of, and in full satisfaction and payment of the aforesaid notes, his two other notes of like sums and payable at the same times and places And Whereas the said Hendrwall is anxious fully to secure and indemnify the said Slade against any and all liabilities and losses which he might by any means sustain by reason of his becoming joint drawer with the said Hendrwall as aforesaid. Now Therefore in Consideration of the premises, and for the further Consideration of One Dollar to the said Hendrwall, by the said Slade in hand paid at and before the signing, sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and from which the said Slade his heirs administrators Executors and assigns are hereby fully discharged, hath this day granted bargained and sold, aliened, released Conveyed and Confirmed and doth hereby grant, bargain and sell alien, release, Convey and Confirm unto the said Slade his heirs Executors & forever the following tract or Parcel of land lying and being in the County of Madison and State aforesaid and described on the Plat of Survey of Choctaw District as Section Thirty Six, North East quarter of Section twenty five, East half of North East quarter of Section Thirty five all in Township Nine of Range One West, Section Thirty one, West half of South West quarter of Section Thirty two: West half of South East quarter, North East quarter, South half of East half of North West quarter of Section Thirty all in Township Nine of Range One East. Also East half of North East quarter of Section Thirty five of Township Ten of Range One West, Containing about one thousand Nine hundred and fifty acres and sixty seven hundredths of an acre. Also the following Slaves for life together with their natural increase David and Ann Brown his wife and their three Children, Phil and Margy his wife, little Sally, Kenny, Little Joe, Alfred, Sim, Lisse and Lucky his wife, Isaac and Rose his wife, Silas and Louisa his wife, Bill and Malinda his wife, Abraham and Jane his wife, Harrison and Sarah his wife and one Child, Big Henry and Minnia his wife, Peyton and Seana his wife and one Child, Yellow Henry and little Mary his wife, ~~Jonathan~~ Hamilton Easter, Harry, Milly Minter and two Children, Big Lewis and Harriet his wife, Big Ben and Katy his wife and three Children, Ben Logan and Fanny his wife, Edmund Young and Harriet his wife, Patrick and Harriet his wife Nathan, Delilah, George and Mahala his wife, George, Maria, Nelson and Matilda Big Peter and Betty his wife and one Child, Chester, Armstead and Fanny his wife Roger and Lucy his wife and Child John, Edmund Blake and Sarah his wife and Child, Blacksmith Peter and Priscilla his wife and Child, Lydia, Noah Old Rachel, and her Daughters Charlotte and Fanny, Old Mary, Tom and Mary his wife and Child, Yellow Charles, Richmond and Anna his wife and two Children, Dick and Jane his wife and Child, Jane, Nancy, Mary Katy, Sarah Eliza, Caroline and her Child, Sarah, Boyd and her Child, Phillis, Julia

The State of Mississippi
Madison County

and Child. Martha (house Girl) Little Peter Minny Maddux and Child. Walter and his wife Fatima, and Child. Rockburn. Bill and Sally his wife and four Boy Children, Billy Bob Lucy & Rosey; Also seventy five (75) Mules Two horses. Two Carriages and one pair of Grey horses. One hundred and fifty head of horned Cattle. Twelve Yoke of Oxen. Six Waggons. Two Water Carts. One hundred and seventy Plows. assorted. Five hundred head of Hogs Fifteen thousand bushels of Corn Two hundred Stacks of Fodder. Seven thousand Bushels of Potatoes. Five Beds. Bedsteads and furniture. all the house hold and Kitchen furniture Cooking and farming utensils of every descriptions now in possession of said Kendrall. To Have and to Hold the aforesaid bargained and sold lands. together with the aforesaid Slaves for life and their natural increase and the aforesaid last mentioned goods and Chattels (which have been this day delivered to said Slade) together with all and Singular the rights, Privileges and appurtenances thereunto belonging or in any wise appertaining. to the said Slade his heirs Executors. Administrators and assigns forever, and to his and their only proper use benefit and behoof. And the said Kendrall for himself his heirs & doth hereby Covenant to and with the said Slade his heirs & that they and each of them shall and will forever Warrant and defend. the title to the aforesaid tract or Parcel of land. as also the title to the said Slaves for life against himself his heirs & and against all and every other person or persons Claim or Claims whatever whether in lawer equity, and the said Kendrall for himself his heirs & doth hereby Covenant with said Slade his heirs & that he is seized of and fully entitled to the inheritance in fee Simple of said lands hereby bargained and sold and the same are free and clear fully known And the said Kendrall for himself his heirs & doth Covenant with said Slade his heirs & that the the aforesaid bargained and sold lands are free from all liens Charges and incumbrances whatever, **Provided** Always, and it is hereby declared that the true intent and meaning of these presents are and is that if the said Kendrall shall well and truly pay off and satisfy the said Sums of Money in the said Notes above set forth and described, when they respectively become due and shall fully acquit and discharge the said Slade of and from all liability for and on account of his joint signature of said Notes with said Kendrall, Then and in that Case the above and foregoing Conveyance. to be null and void to all intents and purposes. Otherwise to remain in full force and virtue, And it is hereby declared that until default made by said Kendrall in the payment of the said Sums of Money aforesaid he shall remain in possession of said bargained and sold land and said Slaves and for their Sustenance and Support may use so much of the Corn & as may be necessary for that Purpose: And may retain also so much of the Stock utensils & as may be necessary to the Cultivation of the said land, but upon default of payment by said Kendrall as aforesaid. the said Slade may enter and possess and enjoy the aforesaid bargained and sold lands together with the Slaves and all other of the goods and Chattels as may be then remaining upon the aforesaid premises.

In Witness whereof the said parties have hereunto set their hands and affixed their

seals the day and date first above written. Words "East half of" on 2nd Page and 6th line interlined before signed

Signed sealed & delivered in presence of

S. R. Young
W. McBride

Thomas Hendrall {Seal}
James B. Slade {Seal}

The State of Mississippi, Madison County } Personally appeared before me William A. Hart an acting Justice of the Peace in and for said County Thos Hendrall and James B. Slade, who acknowledged that they signed, sealed and delivered the foregoing deed for the purposes therein mentioned

Given under my hand and seal this 11th day of November AD 1839

Wm. A. Hart {Seal} J.P.

David Anderson agreement } Recorded for Record 2nd December 1839 & Recorded 11th February 1840

A. D. Alderman } Articles of agreement made and entered into this the thirtieth day of December AD 1839 by and between David Anderson of the County of Madison and State of Mississippi and Asa D. Alderman of said State and County, Witnesseth that the said David Anderson for and in Consideration of the sum of Six hundred to be paid by the said Asa D. Alderman, one half on the first day of July 1840 and the other half on the first day of January 1841. as by two promissory notes bearing even date herewith will more fully appear, has rented and leased to the said Asa D. Alderman for the term and time of one year, to begin on the 10th day of December next to wit 10th day of December 1839, and to terminate on the 10th day of December 1840. The dwelling house situate in the Town of Canton upon Lot No ___ in Square No ___ and fronting upon ___ Street and at present occupied by the said David Anderson, as a dwelling House also of said House, except one Room on the South end up Stairs, which said Room the said Anderson does not rent and lease to the said Asa D. but retains it for his own use and accompancy. The said Anderson for the Consideration aforesaid rents and leases to the said Asa D. the smoke house & Kitchen, and all the other appurtenant buildings of said dwelling house, upon said Lot, and also two Beds, Chairs, tables, safe and all the other House and Kitchen furniture at present in said dwelling House and Kitchen; and the said David Anderson for the Consideration aforesaid to be paid as aforesaid has also rented and leased to the said Asa D. Alderman the Blacksmith shop at present occupied by said Anderson together with all the tools and appurtenances belonging or in any wise appertaining to said blacksmith shop, and also for the consideration aforesaid the Wheelwright shop at present occupied by said Anderson together with all the Working tools & appurtenances belonging to or in any wise appertaining to said shop. But it is expressly agreed between the parties that if the said Asa D. Alderman shall be by any means whatever dispossessed of any of the above leased and rented property before the 10th day of December 1840. then a proportionable deduction is to be made out of the said sum of Six hundred dollars which said deduction if the parties cannot agree upon it shall be determined by three disinterested arbitrators to be selected as the parties shall agree upon, And it is further agreed by & between the parties that the said Asa D. Alderman shall expend the Wolks expressed in a Manner satisfactory to said

Anderson, that he shall use the said property above rented carefully and return the same to the said Anderson on the 10th day of December 1840 in the like good Order and Condition that it was when he received it the natural wear of said property only excepted,

Witness the hands and seals of the said parties on the day & year first above written,

Witness John H. Rollins, Henry White — David Anderson {Seal}, A. D. Alderman {Seal}

The State of Mississippi, Madison County ss } Personally appeared before me John T. Cameron Clerk of the Probate Court of said County Henry White one of the subscribing Witnesses to the foregoing Articles of Agreement who being duly sworn Deposed and said that he saw David Anderson and Isa D. Alderman whose names are subscribed thereto sign seal and deliver said instrument on the day and year it bears date, that he this Deponent together with John H. Rollins the other subscribing Witness signed the same as such in presence of said Anderson and Alderman and in presence of each other on the day and year aforesaid.

Given under my hand and seal of Office at Canton this 2nd day of December AD 1839

{Seal} John T. Cameron Clerk

Wm. M. Gwin Marshal } Received for Record 2nd December 1839 & Recorded 11th February 1840
Vs.
John & Collins

This Indenture Made and entered into this 28th day of October in the year of our Lord One thousand Eight hundred and thirty nine between William M. Gwin Marshal of the Southern District of Mississippi of the One part, and John Mann & Thomas Collins of the other part. Witnesseth Whereas a Writ of Fieri Facias lately issued from the Circuit Court of the United States for the Southern District of Mississippi directed to the said Marshal at the suit of Elizabeth G. Brown against the goods and Chattels, lands and tenements of John Duke & others, for the sum of Twenty three hundred & Ninety One and 80/100 Dollars & which said writ of Fieri facias was levied on the twenty third day of September 1839 on the following described tract or parcel of land lying and being in the County of Madison and State of Mississippi to Wit, the South West quarter of Section Twenty, Township Eleven North of Range five East, the East half of the South East quarter of Section Nineteen Township twelve North of Range five East, the North West quarter of Section twenty Nine and the East half of the North East quarter of Section Thirty Township twelve north of Range five East, Containing by Estimation four hundred and Eighty acres and 29/100 of an acre be the same more or less with the appurtenances as the lands and tenements of the above named defendant John Duke and the said Marshal having given thirty days previous notice that the above described lands would be sold at Public auction by virtue of said Writ of Fieri facias on the 28th day of October 1839 between the hours of Eleven O. Clock A. M. and five O. Clock P. M. of said day at the Court house of Madison County did at the same time and place offer said premises for sale at Public auction, and the said John Mann & Thomas Collins party

of the second part, then and there appeared and bid for the premises the sum of Twelve hundred & One 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 John Mann & Thomas Collins being the highest and best bidders therefor Now, this Indenture Witnesseth that the said William M. Green Marshal as aforesaid for and in Consideration of the premises and of the said sum of twelve hundred & one dollars to him the said Marshal in hand well and truly paid by the said John Mann & Thomas Collins at and before the sealing and delivery hereof, the receipt whereof is hereby acknowledged hath this day granted bargained, sold, aliened and Conveyed, and by these presents doth grant bargain sell alien and Convey unto the said John Mann & Thomas Collins their heirs and assigns forever all and singular the before described premises hereditaments privileges and appurtenances thereunto belonging or in any ways appertaining. To Have and to hold the said premises privileges and appurtenances, and all the right interest title or Claim both at law and in equity of him the said John Doe the above named defendant of in or to the same unto the said John Mann & Thomas Collins their heirs and assigns forever, In Witness whereof the said Wm. M Green Marshal as aforesaid hath hereunto set his hand and seal the day and year first above written

Attest
Jno. F. Cook

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

The State of Mississippi
Madison County ss

Personally appeared before me John F. Cannon Clerk of the Probate Court of said County John F. Cook the subscribing Witness to the forgoing Deed who being duly sworn deposed and said that he saw William M. Green Marshal &c whose name is subscribed thereto sign seal and deliver said Deed on the day and year therein mentioned, that he this Deponent signed his name thereto as a Witness in presence of said Green on the day and year aforesaid

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

John F. Cannon Clerk

John Adom
Lud
Ludwell Smith

Received for Record 4th December 1839 & Recorded 11th February 1840

State of Mississippi
Madison County

Know all men by these Presents that we John Adom and Eliza Ann Adom his wife of the County and State aforesaid for and in Consideration of the sum of Six hundred Dollars to us in hand paid by Ludwell Smith of the County and State aforesaid, the receipt whereof is hereby acknowledged, have given granted, bargained sold aliened conveyed and released, and by these presents do grant bargain sell convey and release unto the said L. W. Smith a Certain lot of parcel of land known and designated more particular, as the East half of the North West quarter of Section No 34 of Township No 8 of Range No 2 West, 80 16/100 acres, also the South half of the East half of the South West quarter of Section No 27 of Township No 8 of Range No 2 West, Containing 40 4a/100 acres more or less, in the District of lands subject to sale at Mount Salus in the State aforesaid, together with

all and singular the rights members hereditaments and appurtenances to the said Premises belonging or in any wise incident or appertaining to have and to hold all and singular the premises before mentioned, unto the said L. M. Smith his heirs and assigns forever in fee simple. And we hereby bind ourselves our heirs Executors and administrators to warrant and forever defend all and singular the said Premises unto the said L. M. Smith his heirs and assigns, against ourselves our heirs and assigns or any other person whomsoever lawfully Claiming or to Claim the same or any part thereof.

Witness our hand and seal this first day of Nov 1839

John Adams {Seal}
Elizabeth Adams {Seal}

State of Mississippi
Madison County } Personally appeared before me Wm Varnell an acting Justice of the Peace in and for the above County the within named John Adams who acknowledged that he signed sealed and delivered the foregoing Deed for the purposes therein expressed as his own act and deed, Also at the same time appeared before me Elizabeth Adams wife of John Adams who being examined separate and apart from her husband acknowledged that she signed sealed and delivered the foregoing Deed as her own act and without any fear threats from her said husband.

Signed sealed and delivered before me this 1st Day of December 1839

Wm Varnell {J.P.}

S. M. Flournoy Shff } Received for Record 4th December 1839 & Recorded 11 February 1840
Deed
R. M. Williamson } This Indenture made and entered into this Nineteenth day of August Anno Domini One thousand Eight hundred and thirty nine between Samuel M. Flournoy, Sheriff of Madison County, Mississippi of the first part, and R. M. Williamson of the second part. Witnesseth that whereas Judgement was rendered by the Circuit Court of the County of Madison aforesaid against Benjamin G. Marshall in the following Cases viz: at the May Term 1838 of said Court, One in favor of Vinson and Mary Sanders administrators for 2453.53/100 Dollars, and One in favor of Baker Johnson & Co for 141.15/100 Dollars. One in favor of Patman Moody & Co for 2863.88/100 dollars One in favor of Park & Erskine for 3315.49/100 dollars. One in favor of Thomas Middleton for 110.55/100, dollars, and One in favor of Silverberg & Rollins Administrators &c for 4764.40/100 dollars. And One in favor of William H. Walker. Judgement 24th October 37. at the October Term 1837 for 150.57/100 amounting to the sum of Eleven thousand six hundred and eight dollars and Seventy three Cents, 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 a Circuit Court aforesaid directed to the Sheriff of Madison County aforesaid Commanding him that of the goods and Chattels, lands and tenements of the aforesaid Benjamin G. Marshall he Cause to be made the sums of Money mentioned in said writs of Fieri facias to render to the said Plaintiffs at the October Term A.D. 1839 of said Court. And the said Sheriff in Conformity of the

commenced of said suit proceeded on the thirteenth day of July A.D. 1839 by the aforesaid Writ of Fieri facias on the following described tract or parcel of land as the property of the aforesaid defendant lying and being in the County of Madison aforesaid Know as (the West half of Section No twelve) West half and South half of the East half North East quarter. East half of North West quarter and South East quarter of Section Eleven, South half East half North East quarter, East half and South half of West half South East quarter of Section No fifteen and all of Section No fourteen West half Section Thirteen Township Eleven of Range No four East, containing by estimation Three hundred & twenty acres be the same more or less and the said Sheriff proceeded to advertise the same for thirty days previous to the Nineteenth day of August A.D. 1839 in the Madison Gilley Advocate a public Newspaper printed in the Town of Canton Miss. the aforesaid land for sale at the Court house door in the Town of Canton aforesaid and the said Samuel M. Flournoy Sheriff as aforesaid, also proceeded on the nineteenth day of August A.D. 1839 to offer the same for sale at the Court house door aforesaid, to the highest bidder for Cash. and R. M. Williamson appeared and bid Three dollars per acre which was more than any other person did or would bid. Now Therefore for and in Consideration of the aforesaid sum of Three Dollars 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 R. M. Williamson all the right title interest and Claim of the aforesaid B. G. Marshall 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 B. G. Marshall or his Executors and administrators.

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

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

Given under my hand and seal of office at Canton this 4th Day of December A.D. 1839

John T. Cameron Clerk

W. M. Gwin Marshal } Received for Record 28th January & Recorded 11th February 1840
Lied
Charles McLaran } This Indenture made and entered into this twenty seventh day of October in the year of our Lord One thousand Eight hundred and thirty nine between William M. Gwin Marshal of the Southern District of Mississippi of the one part, and Charles McLaran of the other part Witnesseth Whereas Seven Writs of Fieri facias lately issued from the

Circuit Court of the United States for the Southern District of Mississippi directed to the said Marshall one at the suit of Wanger & Harrison, one at the suit of Scarborough & Ward, one at the suit of Young Smith &c. One at the suit of R. H. Asgood &c. One at the suit of Samuel Hildebrane, One at the suit of Grennip & Brothers, One at the suit of Martin Peasants &c. against the goods and Chattels, lands and tenements of James M'Laren and John C. P. Hammond late Partners in trade under the firm and Style of M'Laren & Hammond and their Securities, for the sum of Four & thirty-seven thousand seven hundred & seventy $\frac{67}{100}$ dollars besides Costs, which said Writs of Fieri facias were levied on all the right and title of the said James M'Laren and John C. P. Hammond late Partners as aforesaid to the following lands. to Wit; Lots No two. three. five and six in Section eighteen in Township Eight of Range four East, Containing 319 $\frac{50}{100}$ acres more or less. lying in Madison County, also the South West quarter of Section Nine and lots five and six in section Eighteen. Township Seven of Range three East, Containing 320 acres more or less. The East half of the North West quarter of Section Twelve in Township five of Range two East. Containing 80 acres more or less. also the East half of the North East quarter of Section twenty seven. The West half of the North West quarter of section twenty six, the West half of the South West quarter of section twenty three in Township five of Range one East Containing 317 $\frac{35}{100}$ acres more or less. including Lot Number seven in section twenty two of same Township & Range. Also the undivided half of section Twenty one. The East half. and East half of the West half of Section twenty. or the N E ¼. S E ¼ = E ½ of N W ¼ & E ½ of S W ¼ of Sec 20 in Township seven Range five East, all in Rankin County, And the undivided half of the East half and North West quarter of Section thirty two. The West half of Section thirty three; The West half of Section twenty Eight. The South half & North East quarter & East half of the North West quarter of Section twenty nine in Township seven of Range six East, lying in Scott County the two last tracts undivided Contained = 2813 $\frac{68}{100}$ acres more or less. with the appurtenances as the lands and tenements of the above named defendants M'Laren & Hammond, And the said Marshall having given thirty days previous notice that the above described lands would be sold at Public auction by virtue of said Writs of Fieri facias on the 7th day of October 1839 between the hours of Eleven O'Clock A.M. and five O'Clock P.M. of said day in the City of Jackson in front of the State house did at the same time and place offer said premises for sale at Public auction. and the said Charles M'Laren party of the second part then and there appeared and bid for the premises the sum of Seventeen hundred and thirty five 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 Charles M'Laren he being the highest and best bidder therefor, Now this Indenture Witnesseth That the said William M. Gwin Marshal as aforesaid for and in Consideration of the premises and of the said sum of Seventeen hundred and thirty five dollars to him the said Marshal in hand well and truly paid by the said Charles M'Laren at and before the sealing and delivery hereof, the receipt whereof is hereby acknowledged. hath this day

granted bargained sold aliened and conveyed, and by these presents doth grant bargain sell alien and convey unto the said Charles M Larson his heirs and assigns forever all and singular the before discribed premises, hereditaments, privileges and appurtenances thereunto belonging or in any wise appertaining. To have and to hold the said Premises privileges and appurtenances, and all the right title interest, title or claim both at law and in equity of the said Jesse M Larson & John C & Hammond the above named defendants of in or to the same unto the said Charles M Larson his heirs and assigns forever,

In Witness Whereof the said Wm M. Govie Marshal as aforesaid hath hereunto set his hand and seal the day and year first above written.

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

State of Mississippi }
Hinds County } Personally appeared before me John C. Oldham a Justice of the Peace and Notary Public Ex Officio in and for said County Wm M. Govie whose name is subscribed to the within deed and acknowledged that he signed sealed and delivered the same as his act and deed on the day and year therein written.

Given under my hand and seal this the 5th day of November 1839

L. P. Oldham J P {Seal}
Notary Public Ex Officio.

Josiah Newman }
Seal }
James Lancashire } Recorded for Record 9th December 1839 Recorded 18th February 1848

This Indenture Made the Ninth day of December in the year of Our Lord One thousand Eight hundred and Thirty nine between Josiah Newman and Eleanor his wife of the County of Madison State of Miss of the one part. and James Lancashire of the same County and State of the other part. Witnesseth that the said Josiah Newman and his wife for and in Consideration of three thousand three hundred Dollars to them in hand paid by the said James Lancashire at or before the sealing and delivery of these presents the receipt whereof is hereby acknowledged, and the said James Lancashire, 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 James Lancashire his heirs and assigns forever. All that lot or parcel of ground in the Town of Canton and State of Mississippi and known and designated on the plan of said Town as Lot Number Twelve in Square Number Seven Containing eighty six feet front by two hundred feet back of the east part of said lot 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 Josiah Newman & 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 James Lancashire his heirs and assigns forever—

And the said Josiah Newman for his heirs Executors and administrators doth Covenant, grant, promise and agree to and with the said James Lancashire & his heirs and assigns that he the said Josiah Newman and his heirs the above described and hereby granted premises and every part thereof with the appurtenances unto the said James Lancashire and his 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 by power under any of them shall and will Warrant and by these presents forever defend And the Claims of all persons whatsoever,

In Witness whereof the said Josiah Newman and Eleanor his Wife have hereunto set their hands and seals the day and year above written,

Signed sealed and delivered in the presence of } Josiah Newman {seal}
Eleanor E. Newman {seal}

The State of Mississippi
Madison County } Personally appeared before me James Priestly an acting Justice of the Peace in and for said County the within named Josiah Newman and Eleanor E. Newman his wife who acknowledged that they signed, sealed, and delivered the foregoing Deed as their voluntary act and deed on the day and year and for the purposes therein specified, And the said Eleanor E. Newman wife of the said Josiah Newman being by me examined separate and apart from her said husband acknowledged that she signed sealed and delivered the same freely and voluntarily without the fears threats or compulsion of her said husband,

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

James Priestly J.P. {seal}

John Smith Decd
Wm F. Bass } Received for Record 9th December 1839 & Recorded 13th February 1846

This Indenture Made this twenty first day of September in the year of our Lord one thousand eight hundred and thirty nine Between John Smith and Sarah M. Smith his wife of the State of Mississippi County of Madison of the first part and William F. Bass of the State and County aforesaid of the second part. Witnesseth that the said party of the first part for and in Consideration of a Certain piece of property it being paid by the second party the receipt whereof is hereby acknowledged hath given granted bargained sold aliened Conveyed and Confirmed unto the same party of the second part, his heirs and assigns forever a Certain lot or parcel of ground lying and being in the Town of Canton in the County and State aforesaid known and designated as part of Lot No 1 and Square No Seven. South end in the Plan of said Town fronting ~~Street~~ thirty two feet and running back East from said Street One hundred feet, To have and hold the aforesaid lot of land with all and singular the rights Profits emoluments, hereditaments and appurtenances of in and to the same belonging or in any wise appertaining to the only Proper use of him the second Party of the second part his heirs and assigns forever - And

the said party of the first part for themselves their Executors and administrators doth Covenant and agree to and with the said party of the second part his heirs or assigns that the before recited lot of land and bargained premises they will warrant and forever defend against the right title interest or claim of all and every person or persons whatever,

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

Signed sealed and delivered in presence of } John Smith {Seal}
The State of Mississippi } Sarah Smith {Seal}
Madison County ss } Personally appeared before me John T. Cameron Clerk of the Probate Court of said County the above named John Smith and Sarah Smith his wife who acknowledged that they signed sealed and delivered the foregoing deed on the day and year therein mentioned as their act and deed, And the said Sarah Wife of said John Smith 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 9th day of December A.D. 1839

{Seal}

John T. Cameron Clerk

Sarah Moore } Received for Record 9th December 1839 & Recorded 15th February 1840
Deed of Gift } State of Mississippi
C. L. Moore Et al } Madison County } Know all men by these presents that I Sarah Moore of the County and State aforesaid for and in consideration of the love and affection I bear to Caroline L. Moore, Evaline S. Moore Lucy A. Moore, Margaret A. Moore and Wm John Moore do by these presents give and grant to said persons above named the following named Slaves to wit, Sinny, Peter, Mary, Prince, Adaline, Jefferson, Rhoda Penny Albert, Jacob, Sisha & Flora, Also I give them my entire stock and estate both real and personal, and by these presents do immediately passes them the above named Caroline L. Evaline S. Lucy A. Margaret A. and Wm John Moore and hereby empower the Guardians and representatives of said persons to take and keep for the sole use of them and their heirs forever, hereby relinquishing and conveying to them all my right title interest and Claim I have, and barring and forbidding any and all other persons from Claim of title under or from me either from affinity or consanguinity to said before mentioned property. In Witness I have hereunto set my hand and seal irrevocable this 29th day of November A.D. 1839

In Presence of Abp. Lothe } Sarah Moore {Seal}
Wm. J. Neill }

The State of Mississippi } Personally appeared before me John T. Cameron Clerk of
Madison County ss } the Probate Court of said County William J. Neill one of the subscribing Witnesses to the forgoing instrument who being duly sworn deposed and said that he saw Sarah Moore whose name is subscribed thereto sign seal and deliver said instrument on the day

and year therein mentioned, that he this deponent together with Alexander Trotter the other subscribing Witness thereto signed the same as such in presence of said Sarah Moore and in presence of each other on the day and year aforesaid.

Given under my hand and seal of Office at Canton this 9th Day of December A.D. 1839

John T. Cameron Clerk

Seal

A. G. Forney } Received for Record 10th December 1839 & Recorded 13th February 1840
and
S. D. Livingston } This Indenture made and entered into this tenth day of December in the year of our Lord one thousand Eight hundred and thirty nine between Albert G. Forney of the County of Madison and State of Mississippi of the one part, and Samuel D. Livingston of the County of Madison and State aforesaid of the other part. Witnesseth that the said Forney hath for and in consideration of the sum of Seven Thousand five hundred dollars to him in hand paid the receipt whereof is hereby acknowledged hath granted, bargained sold, aliened and confirmed and by these presents do grant bargain sell alien and confirm unto the said Livingston his heirs and assigns forever, a certain tract or parcel of land lying and being in said County on Doaks Creek thereon and designated as follows. to Wit, the South half of the East half of the North West quarter and the North half of the West half of the South West quarter of Section Three of Township Ten of Range Three East, Also the East half of the South East quarter of Section four, in Township ten of Range Three East. Also the West half of the North East quarter, and the North half of the East half of the South West quarter, Also the West half of the South East quarter of Section Three in Township Ten of Range Three East, also the West half of the South West quarter of Section thirty four in Township Eleven of Range Three East. Also the North half of the West half of the North West quarter of Section Three in Township Ten of Range Three East, Also the North half of the East half of the North West quarter of Section Three in Township ten Range three East, Also the South half of the West half of the North West quarter of Section three in Township ten of Range three East, and the East half of the North East quarter of Section four in Township ten of Range three East Comprising in all one tract Containing Six hundred and Eight acres More or less. To have and to hold the said tract or parcel of land as above described with all and singular the premises thereunto belonging or in anywise appertaining unto the said Livingston his heirs and assigns forever, and the said Forney doth for himself his heirs Executors and administrators covenant and agree to and with the said Livingston his heirs and assigns to warrant and forever defend the title to the above described tract or parcel of land from himself his heirs or assigns and from the Claim or Claims of all and every other person or persons whatsoever unto the said Livingston his heirs and assigns forever,

In testimony whereof I the said A. G. Forney hereto

hereunto set my hand and seal the day and date first above written

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

{Seal}

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

John T. Cameron Clerk

S. D. Livingston Mortgage A. G. Forney

Received for Record 10th December 1839 & Recorded 13th February 1840

This Indenture made and entered into this 10th day of December in the year of our Lord One Thousand Eight hundred and thirty nine Between Samuel D. Livingston and Phebe Ann his wife of the County of Madison and State of Mississippi of the one part, and Albert G. Forney of the County and State aforesaid of the other part, Witnesseth That the said Livingston and wife hath as well for and in Consideration of One Dollar as for the premises hereinafter Mentioned granted, bargained, sold, aliened and Confirmed unto the said A. G. Forney all that tract or parcel of land lying and being in the said County of Madison and on Doakes Creek and known and designated as follows to Wit. as the South half of the East half, and the North West quarter, and the North half of the West half of the South West quarter of Section Three Township ten of Range Three East, Also the East half of the South East quarter of Section four in Township ten Range Three East, Also the West half of the North East quarter, and the North half of the East half of the South West quarter, Also the West half of the South East quarter of Section three in Township ten of Range Three East, Also the West half of the South West quarter of Section Thirty four, in Township Eleven of Range Three East. Also the North half of the West half of the North West quarter of Section Three in Township ten of Range Three East. Also the North half of the East half of the North West quarter of Section Three in Township ten of Range Three East, Also the South half of the West half of the North West quarter of Section Three in Township ten of Range Three East, and the East half of the North East quarter of Section four in Township Ten of Range Three East, and Containing in all one tract Containing Six hundred and Eight acres it being the same tract of land Conveyed by said Forney to said Livingston by deed bearing even date with these presents, To Have and to hold the said tract of land as above described with all and singular the Premises thereunto belonging or in any wise appertaining unto the said A. G. Forney his heirs or assigns forever, and the said Livingston and wife doth for themselves their heirs Executors and administrators covenant and agree to and with the said Forney his heirs Executors and administrators to Warrant and forever defend the title of the said tract of land from themselves their heirs & and from the Claims or -

claims of all and every person or persons whatsoever, unto the said A.G. Forney his heirs & forever. Nevertheless upon this express condition for that Whereas the said Livingston hath executed to the said A.G. Forney his three several promissory Notes bearing even date herewith each for the sum of Three thousand three hundred and thirty three dollars thirty three and One third Cents the first due and payable on the first day of January Eighteen hundred and forty one, and the second due on the first day of January Eighteen hundred and forty two, and the third due on the first day of January Eighteen hundred and forty three, Now if in Case the said Livingston shall pay the said sums of Money in the said Promissory notes mentioned at the times they become due then and in that Case this Indenture to be Null and void Otherwise to remain in full force and virtue

S. D. Livingston {seal}
Phebe Ann Livingston {seal}

The State of Mississippi
Madison County } Personally appeared before me John T. Cameron Clerk of the Probate Court of said County the above named Samuel D. Livingston and Phebe Ann Livingston his Wife who acknowledged that they signed sealed and delivered the foregoing Deed of Mortgage on the day and year therein mentioned as their act and deed, And Phebe Ann the Wife of said Samuel D. Livingston on a private examination separate and apart from her husband acknowledged that she signed sealed and delivered said Deed of Mortgage 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 10th Day of December AD 1839

{seal}

John T. Cameron Clerk

William M. Gwin Bill of Sale Wilson Nash } Received for Record 11th December 1839 & Recorded 14th February 1840
Lambeth & Thompson
James M. Gill Saml Billingsly et al } fi 1000.

Received of Wilson Nash the sum of One thousand dollars for four Negro Slaves to wit Lucinda & her three Children Ed. Jack & Jane sold by me at Marshals Sale as the property of Saml Billingsley to satisfy the above stated Cues & Costs after due notice had been given that said Negro Slaves would be sold before the Court house door of Madison County & the said Wilson Nash thereupon appeared & bid for the said Slaves the sum of One thousand Dollars. Which said sum was more than any other person bid, the receipt thereof is hereby acknowledged & I do hereby bargain sell & convey unto the said Wilson Nash all the right title & interest which he the said Saml Billingsley has in & to the said Negro Slaves, In testimony Whereof I have hereunto set my hand & affixt my seal this the 9th Day of December 1839

W. M. Gwin Marshal {seal}
By his Deputy Wm F. Cook {seal}

The State of Mississippi
Madison County } Personally appeared before me the undersigned a Justice of the Peace in and for said County and State duly elected and

commissioned as the law directs Jno H. Cook who says that he signed the name of Wm M. Gwin Marshal to the within named instrument of Conveyance. That he has the right to do so as the legal Deputy of said Gwin, and that he signed his own name there as Deputy for said Gwin of his own free will and accord and that all things therein contained are strictly true and legal.

Henry White J.P.

Rogers & Stephens
And
Peter Goad

Received for Record 13th December 1839 & Recorded 14th February 1840

Know all men by these presents that we Barton H. Rogers and Mary Ann Roger wife of said Rogers and Darley P. Stevens and Elizabeth Ann Stevens wife of said Stevens for the valuable consideration of the sum of Five hundred and fifty dollars to us in hand paid the receipt whereof we do hereby acknowledge have bargained and sold and do by these presents grant, bargain sell and convey unto Peter Goad all that tract or parcel of land lying and being in Madison County and State of Mississippi known and designated as the North East quarter of the South West quarter, and the South East quarter of the North West quarter of section number thirty four in Township number eight of Range Number three West, in the Choctaw land District in Mississippi containing eighty acres To have and to Hold said tract of land together with all and singular the appurtenances thereunto belonging unto the said Peter Goad his heirs and assigns in fee simple,

In testimony whereof we do bind our selves our heirs and assigns to warrant and forever defend unto the said Peter Goad his heirs and assigns the title to the land above described

Given under our hands and seals this 28th day of September in the year of Our Lord One thousand eight hundred and thirty nine

Barton H. Rogers {seal}
Mary Ann Rogers {seal}
Darley P. Stevens {seal}
Elizabeth Ann Stevens {seal}

State of Mississippi
Madison County } Personally appeared before me Wm Varnell an acting Justice of the Peace in and for said County, B. H. Rogers who acknowledged that he signed sealed & delivered the above deed for the purposes therein expressed as his act and deed, — Appeared at the same time Mary Ann Rogers wife of B. H. Rogers who being examined separate and apart from her husband acknowledged that she signed sealed & delivered the forgoing deed for the purposes therein expressed as her own voluntary act and deed without any fear threats or compulsion from her own act and deed, Signed sealed & delivered before me this 25 Sept 1839

Wm Varnell {J.P.}

State of Mississippi
Madison County } Personally appeared before me Wm Varnell an acting Justice of the Peace in and for said County, Darley P. Stevens who acknowledges that he signed sealed and delivered the forgoing deed as his act and deed for the purposes therein expressed, Also appeared at the same time Elizabeth Ann Stevens wife of said Stevens who being examined by me separate and apart from her said husband acknowledged that she signed sealed and delivered the above deed as her own voluntary act without any fear threats or compulsion

but as her own voluntary act and deed. Signed sealed & delivered before me this Sept 28th 1839

Wm Varnell JP

Comfort & Payne Deed
John Smith

Received for Record 13th December 1839 & Recorded 13th February 1840

This Indenture Made this Seventh day of March in the year of our Lord One thousand Eight hundred and thirty nine Between Joseph M. Comfort & Nancy A. Comfort his wife & James M. Payne of the State of Mississippi & County of Madison of the first part and John Smith of the State & County aforesaid of the second part. Witnesseth that the said party of the first part for & in Consideration of the sum of Three hundred and fifteen Dollars it being in hand paid by the same party of the second part the receipt whereof is hereby acknowledged. hath given granted. bargained sold aliened Conveyed and Confirmed unto the same party of the second part his heirs and assigns forever a Certain lot or Parcel of ground lying and being in the Town of Canton in the County & State aforesaid and known and designated as part of lot No. two square No. from West end in the plan of said Town fronting twenty four feet on East Street & running back South from said Street two hundred feet. To Have and to Hold the aforesaid lot of land with all — singular the rights profits emoluments hereditaments and appurtenances of in and to the same belonging or in any wise appertaining to the only proper use & behoof of him the said party of the second part his heirs & assigns forever. and the said party of the first part for themselves their Executors & administrators doth Covenant and agree to and with the said party of the second part. his heirs or assigns that the before recited lot of land and bargained premises they will warrant and forever defend against the right title interest or Claim of all and every person or persons whatever.

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

Signed Sealed and delivered in presence of

Joseph M. Comfort {seal}
Nancy A. Comfort {seal}
James M. Payne {seal}

The State of Mississippi
Madison County ss } Personally appeared before me John T. Cameron Clerk of the Probate Court of said County Joseph M. Comfort and Nancy his wife grantors in the foregoing deed and whose names are ~~thereunto~~ subscribed, who acknowledged that they signed sealed and delivered said deed on the day and year therein mentioned as their act and deed. And Nancy the wife of said Joseph M. Comfort 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 without any fear threats or compulsion of her said husband.

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

{Seal}

John T. Cameron Clerk

The State of Mississippi
Madison County ss } Personally appeared before me John T. Cameron Clerk of the Probate Court of said County the within named James M. Payne who acknowledged that he signed sealed and delivered the within

Sled 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 December A.D. 1839

{Seal}

John T. Cameron Clerk

Willie Lyons
agreement
N. F. Smith

Received for Record 16th December 1839 & Recorded 14th February 1844

This agreement made and entered into the 17th day of August 1839 between Willie Lyons of the one part and Nathaniel F. Smith of the other part both of the County of Madison Mississippi Witnesseth that Whereas heretofore on the 2nd day of December 1836 the parties to this agreement purchased jointly of Robert Cooper deceased late of the County of Madison aforesaid the following described parcels of land to Wit. the S E ¼ of Section 11 and the S ½ of the W ½ S W ¼ of Section 12, and the W ½ N W ¼ & N ½ S W ¼ of Section 13 & E ½ of Section 14 & E ½. N W ¼ & E ½ of S W ¼ of Section 24 & N ½ & S W ¼ of Section 25 of Township 11 of Range 3 East of lands situated in the Choctaw District of the State of Mississippi and County of Madison for the sum of Twenty three thousand dollars. which said sum of twenty three thousand dollars was secured to be paid by three several promissory Notes each for the sum of seven thousand Six hundred and fifty six Dollars and fifty six Cents executed by the said Lyons & Smith to the said Cooper. The first promissory note due & Payable the first day of February 1837. The second on the first day of March 1838 and the last, the first day of March 1839. the said Lyons & Smith receiving from the said Cooper a title Bond Conditioned for the Conveyance of the aforesaid lands to them in fee simple on the payment of the purchase Money aforesaid, Now the said Smith for the Consideration of five thousand Dollars secured to be paid by a promissory Note bearing date the 13th Augt 1839 and due the 1st March 1840. and for the further Consideration hereinafter mentioned doth hereby Convey bargain sell and assign to the said Lyons all his right and interest in and to the due half of the aforesaid lands. and he hereby expressly authorises and empowers the heirs Executors or administrators of the said Cooper to Convey to the said Lyons all his right interest and title to the said one half interest in said lands on the payment of the purchase Money due thereon, And the said Lyons on his part agrees to and with the said Smith to fully pay satisfy and discharge all the Money which may be still due the said Coopers representatives on the purchase of the said lands which amount is estimated to be about the sum of Twelve thousand dollars together with all the Debts which may have been incurred by the said Smith & and Lyons jointly in the improvement cultivation and management of the lands aforesaid, And the said Lyons hereby binds himself to hold the said Smith harmless from any liability thereon.

In testimony whereof the parties have hereunto set their hands and seals the date above written

Witness,
The State of Mississippi
Madison County ss

Nathl F. Smith {Seal}
Willie Lyons {Seal}

Personally appeared before me John T. Cameron Clerk of

the Probate Court of said County Nathaniel F. Smith and Billie Lyons who acknowledged that they signed sealed and delivered the foregoing instrument on the day and year therein mentioned as their act and deed for the purposes therein specified.

Given under my hand and seal of Office at Canton this 14th day of December AD 1840

Seal

John L. Cannon Clerk

Magnus Teague deed to Ellis Walton

Received for Record 16th December 1839 & Recorded 14th February 1840

This Indenture made and entered into this second day of March in the year of our Lord One thousand Eight hundred and thirty nine between Magnus S. Teague and Jane his wife of the County of Attala and State of Mississippi of the first part and Ellis Walton of the 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 fifteen hundred Dollars good and lawful Money of the United States to them in hand paid by the said party of the second part, at and before the ensealing and delivery of these presents the receipt and payment whereof is hereby acknowledged, have granted bargained and sold and by these presents do grant bargain and sell unto the party of the second part, his heirs and assigns forever, all those certain pieces parcels or tracts of land situated lying and being in the County of Madison, Land District of Columbus and State aforesaid, and known and designated on the Map of said District as the West half North East qr. And the West half of the South East quarter of Section Number Thirty five in Township Numbered Eleven North of Range Numbered five East, Containing according to estimate one hundred and fifty acres of land be the same more or less, together with all and singular the tenements hereditaments and appurtenances to the same belonging or in any wise thereunto appertaining, To Have and to Hold the same and every part and parcel thereof unto the said party of the second part his heirs and assigns to and for his and their own proper use benefit and behoof, and the said parties of the first part hereby covenant and agree for themselves their heirs Executors and administrators that they shall and will Warrant and forever defend the right title and interest of the above described premises unto the said parties of the second part, his heirs and assigns against the lawful claim of themselves and against the Claim and demand of all persons whomsoever. — In testimony whereof the said Magnus S. Teague and Jane his wife have hereunto subscribed their names with their seals affixed the day and year above written.

M. S. Teague Seal

Jane B. Teague Seal

The State of Mississippi
Attala County

Personally appeared before me William Eppson Clerk of the Circuit Court Magnus S. Teague and Jane B. Teague his wife who severally acknowledged that they signed sealed and delivered the aforegoing deed for the use and purpose therein contained

and having examined Anne B. Logue separate and apart from her husband who acknowledged that she signed the same as a full relinquishment of her dower and of her own free will and accord without the fear threats or compulsion of her said husband,

Given under my hand and seal of office at Hesiusko the 12th day of March A.D. 1839

{Seal}

William Brown Clk

A. B. Bridges Sued
Barnes & Humphreys

Received for Record December 16th 1839 & Recorded 14th February 1840

This Indenture made and entered into this twenty first day of October in the year of Our Lord one thousand eight hundred and thirty nine between, Abram B. Bridges and Margaret Bridges his wife of the County of Madison and State of Mississippi & Alfred T. Barnes and David S. Humphreys of the County of Claiborne and State aforesaid Witnesseth that for and in Consideration of the sum of Twelve thousand Dollars to them in hand paid the said Abram B. Bridges and wife have granted, bargained, sold aliened released enfeoffed conveyed and Confirmed, and by these presents do grant bargain sell alien release enfeoff convey and Confirm unto the said Alfred T. Barnes & David S. Humphreys their heirs Executors administrators and assigns forever, the following described property (to Wit) The tract of land upon which the said Abram B. Bridges now resides adjoining the lands of Thomas Griffin on the North & Abner Scholar Dec^d on the West, It being the same tract of land conveyed by M. H. & J. M. Hasper to the aforesaid Bridges containing One thousand and Nineteen acres More or less. together with all and singular the appurtenances thereunto belonging or in any wise appertaining, And also all the estate right title property & Claim whatsoever either at law or Equity of them the said Abram B. Bridges and wife of in and to the same, To Have and to hold the above granted bargained and described premises with the appurtenances thereunto belonging unto the said Alfred T. Barnes and David S. Humphreys their heirs Executors and administrators forever, And the said Abram B. Bridges and wife for themselves their heirs Executors and administrators do Covenant promise and agree to and with the said Alfred T. Barnes and David S. Humphreys their heirs Executors and administrators the above granted and described premises unto them the said Alfred T. Barnes and David S. Humphreys their heirs Executors and administrators against the Claim or Claims of them the said Abram B. Bridges and his wife their heirs Executors and administrators and against all persons lawfully or Equitably Claiming or to Claim said premises or any part thereof they the said Abram B. Bridges and his wife will warrant and by these presents forever defend.

In testimony whereof the said Abram B. Bridges and Margaret Bridge his wife have hereunto set their hands and seals this the day and year above written

A. B. Bridges {Seal}
Margaret Bridges {Seal}

The State of Mississippi } Personally Came before the undersigned an active
Madison County } Justice of the Peace in & for said County the within named A. B. Bridges and Margaret Bridges his wife who acknowledged that they signed sealed and delivered the foregoing Deed of Conveyance as their act and deed for the uses & purposes therein mentioned, And the above named Margaret Bridges being by me examined separately and apart from her said husband saith that she signed sealed & delivered the same without fear threat or Coercion of her said husband the day and year therein written,

Given under my hand & seal this twenty first day of October 1839

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

Mabry Westbrook } Received for Record 16th December 1839 & Recorded 15th February 1840
Deed
Sal B. Sopling et. al } The State of Mississippi
Madison County

This Deed made and concluded between Mabry Westbrooks of the one part and Sal B. Sopling, G. S. Fleming & Rich Johnston Trustees of the other part, Witnesseth — I Mabry Westbrooks for the consideration of having a Convenient School & Meeting house for himself and neighbors have granted and given to the aforesaid Trustees two acres of land on which they have had a house erected for the purposes above mentioned. The tract or parcel of land will be known by the following Meets and Bounds, Beginning opposite the door on the East on my line and runs with that line thirteen Rods North, thence thirteen Rods West, thence twenty six Rods South, thence thirteen Rods East, thence thirteen Rods to the beginning. all which the aforesaid Trustees or Officers are to have the rights Claims interests and appurtenances thereunto belonging, And I the aforesaid Mabry Westbrooks do bind my self & my hires to make good my grant & Gift aforesaid unto the aforesaid Trustees & Officers and their successors in office forever against my self my hires or any other person lawfully Claiming the same or any part thereof.

In testimony Whereof I have hereunto set my hand and seal this ____ day of ____ One thousand Eight hundred and thirty Nine

Mabry Westbrooks {seal}

The State of Mississippi } Personally appeared before me the undersigned Justice of the Peace in and for said County the within named
Madison County } Mabry Westbrooks 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 10th Day of December 1839

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