

The State of Mississippi,

CHANCERY COURT,

LOWNDES COUNTY.

SS.

April

Term, A. D. 1873

Personally appeared this day before me Geo. W. Bankhead Clerk of the Chancery Court of said County.

W.D. Humphries & W.B. Bryan

the sureties whose names are signed to the within Bond, who being severally sworn, depose and say, that they are worth over and above all their legal liabilities, and that they have visible property, subject to levy and sale under execution, over and above all property exempted by law from sale for debt.

The said W.D. Humphries the sum of Five Thousand Dollars.

The said W.B. Bryan the sum of Five Hundred Dollars.

The said the sum of Dollars.

The said the sum of Dollars.

Sworn to and subscribed before me, this 3rd

day of May 1873

Geo. W. Bankhead Clerk.

By W. L. Bishop D. C.

W.D. Humphries  
W.B. Bryan  
3 MAY 1873

The above named E. M. Tucker C. S. Curtis W.D. Humphries or W.B. Bryan Geo. W. Bankhead Clerk of the Chancery Court of Lowndes County, Mississippi, that they signed, sealed and delivered the within and foregoing Bond, on the day and date thereof, for the purposes therein set forth, as their act and deed.

Given under my hand and seal of office, this 3rd day of May A. D. 1873

Geo. W. Bankhead Clerk.

By W. L. Bishop D. C.

No. 1622

The Estate

of BOND TO SELL LAND.

John A. Curtis

Filed May 3 A. D. 1873

Geo. W. Bankhead Clerk.

By W. L. Bishop D. C.

Recorded in Book

Page 264-265

Clerk.

By

D. C.

Printed at the Executor Job Office, Columbus, Mississippi.

W. B. BRYAN

JAMES H. CURTIS, MARY E. CURTIS

W. B. Bryan

3 MAY 1873

3 MAY 1873  
REAL ESTATE SALES BOARD

L. M. Innes  
C. L. Curtis  
W. D. Humphreys  
W. B. Bryan



~~March 10, 1867~~

J. A. Curtis

Sworn to & Subscribed before me, this the 20<sup>th</sup> day of March A.D. 1873

Geo. W. Vankhook clerk

By W. C. Bishop D.C.

L. M. Innes Adm.  
C. L. Curtis Adm.  
C. L. Curtis as the next friend of Clifflida Curtis

Sworn to & subscribed before me,

this, the 15 day of July, A.D. 1873.

Geo. W. Vankhook clerk

By W. C. Bishop of D.C.

L. M. Innes Adm.  
C. L. Curtis Adm.

Sworn to & subscribed before

me, this the 21 day of April A.D.

1873 Geo. W. Vankhook clerk

By W. C. Bishop D.C.

M. E. Curtis  
J. H. Curtis

ADMINISTRATORS BOARD 15 JUN 1869



Columbia L. Curtis



The Chattau Trading House

1891

To Richard Bryan D<sup>r</sup>

March 31<sup>st</sup> For 3 months services as skinner  
& assisting in the store ending  
31<sup>st</sup> March @ \$35 per month \$105.00

Received from John Hersey agent to the  
Chattau Trading House one hundred & five  
dollars in full for the above account

Signed Triplicates  
Chattau Trad. House  
March 31<sup>st</sup> 1891  
Richard Bryan

0769

The Chastan Trading House

1824 To Richard Bryan D<sup>r</sup>

June 30<sup>th</sup> For three months service rendered

Said Trading House as Skinsmen  
ending this day at \$35 per month \$105

Received from John Husey Agent to the  
Chastan Trading House one hundred and  
five dollars in full of the above Account

Signed Joseph Husey  
June 30<sup>th</sup> 1824

Richard Bryan

6775

KNOW ALL MEN BY THESE PRESENTS, that we *Richard Bryan* and

*J Roberts Gray* are held and firmly bound unto his excellency ~~Esq Governor~~ of the commonwealth of Kentucky, in the penal sum of fifty pounds, which payment well and truly to be made to said Governor, or his successor in office, we bind ourselves and each of our heirs, &c., jointly, severally and firmly by these presents. Sealed and dated this *24* day of

*Apr* 1810

The condition of the above obligation is such, that whereas, there has a licence issued for a marriage, shortly intended to be solemnized between the above bound

*Richard Bryan* and *Margaret Hamilton*

Now if it shall always hereafter appear, that there is no lawful cause to obstruct said marriage, then this obligation to be void, otherwise to remain in full force & virtue.

*Richard Bryan* (SEAL.)  
*Robert Gray* (SEAL.)

KNOW ALL MEN BY THESE PRESENTS, that we *John Gray Jun* and *John Gray Sen* are held and firmly bound unto

~~Esq Governor~~ of the commonwealth of Kentucky, in the penal sum of fifty pounds, which payment well and truly to be made to said *Gov* Governor, or his successor in office, we bind ourselves and each of our heirs, &c., jointly, severally and firmly by these presents. Sealed and dated this *19th* day of

*November* 1810

The condition of the above obligation is such, that whereas, there has a licence issued for a marriage, shortly intended to be solemnized between the above bound

*John Gray Jun* and *Elizabeth Hamilton*

Now if it shall always hereafter appear, that there is no lawful cause to obstruct said marriage, then this obligation to be void, otherwise to remain in full force & virtue.

*John Gray Jun* (SEAL.)  
*John Gray Sen* (SEAL.)

penal sum of Five Thousand Dollars, to be paid money

of the United States, which payment, well and truly to be made and performed, we, and each of us, do hereby bind ourselves, our heirs, executors, administrators and assigns, jointly, severally and firmly by these presents.

Witness our hands and seals, this 3<sup>rd</sup> day of May A. D. 1873

THE CONDITION OF THIS BOND IS SUCH: That, whereas, L. M. Tucker & Columbia L. Curtis

Curtis as Administrator & Administratrix of the Estate of Jno. A. Curtis, Deceased has suggested to the Chancery

Court of said County, that a sale of the following described lands belonging to said Estate of Jno. A. Curtis, Deceased

will be necessary to the one third interest in payment of the debts of said Estate viz. part of Square Ten (10) South

of main street, Sinate, lying abeing in the town of Columbus, State & County aforesaid, bounded described as follows, to wit: on the North by Washington Street, on the South by Lafayette Street, on the East Market Street, & on the West by the property of James Jones, the same being what is communally known as the Columbus (or Curtis) Hotel property, a leasehold from the trustees of the Franklin Academy, for the term of thirty nine years, terminable from the 1<sup>st</sup> day of August A.D. 1871, terminable forever.

Now, if the said L. M. Tucker & Columbia L. Curtis, Admin. & Adminx about to be entered in the event of selling said lands under and by virtue of a decree of said Chancery Court, shall faithfully apply the proceeds of such sale according to law and the decree of the said Court then this obligation to be void, otherwise to remain in full force.

L. M. Tucker



C. L. Curtis



M. D. Amphlett



W. B. Bryan



the above bond and the security thereto, this the 3<sup>rd</sup> day of

May 1873

Geo. W. Vandhook Clerk.

By W. C. Bishop D. C.

THE STATE OF MISSISSIPPI—LOWNDES COUNTY.

Know all Men by these Presents, That we, *Columbia L Curtis*  
*Lee M Tucker, Abram S Humphris*  
*and William W Humphris Junior*

all of the County and State aforesaid, are held and firmly bound unto the State of Mississippi in  
the sum of *One thousand five Hundred* Dollars,  
to the payment of which, well and truly to be made and done, we bind ourselves, our and each of  
our heirs, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals and dated this *15* day of *June* A. D. 18 *69*

THE CONDITION OF THIS BOND IS, That if the above bound *Columbia L*  
*Curtis* ~~Administrator~~ *Lee M Tucker* and *as Administrator* of the goods and  
chattels, rights and credits of *John A Curtis*  
Deceased, shall faithfully, truly, and promptly perform and discharge all the duties required of him  
by law, or by the order of the Court, then this obligation to be void, otherwise to remain in full  
force.



*Columbia L. Curtis*



*Lee M Tucker*



*A. S. Humphris*



*W. W. Humphris*



15 JUN 1869  
ADMIN. BOND



I approve the above bond and sureties.

*George W. Van Hook* Judge of Probate.

penal sum of Five thousand Dollars current money of the United States, which payment, well and truly to be made and performed, we, and each of us, do hereby bind ourselves, our heirs, executors, administrators and assigns, jointly, severally and firmly by these presents.

Witness our hands and seals, this 3<sup>rd</sup> day of May A. D. 1873

THE CONDITION OF THIS BOND IS SUCH: That, whereas, L. M. Tucker & Columbia L. Curtis as Administrator & Administratrix of the Estate of Jno. A. Curtis, Deceased has suggested to the Chancery

Court of said County, that a sale of the following described lands belonging to said Estate of Jno. A. Curtis, Deceased will be necessary to the one third interest in payment of the debts of said Estate viz: part of Square Ten (10) South

of Main Street, Situate, lying & being in the town of Columbus, State & County aforesaid, bounded & described as follows, to wit: on the North by Washington Street, on the South by Lafayette Street, on the East Market Street, & on the West by the property of James Jones, the same being what is communally known as the Columbus (or Curtis) Hotel property, a leasehold from the trustees of the Franklin Academy, for the term of thirty nine years renewable from the 1<sup>st</sup> day of August A.D. 1871, renewable forever.

Now, if the said L. M. Tucker & Columbia L. Curtis, Admin & Admrx about to be entered in the event of selling said lands under and by virtue of a decree of said Chancery Court, shall faithfully apply the proceeds of such sale according to law and the decree of the said Court then this obligation to be void, otherwise to remain in full force.

L. M. Tucker



C. L. Curtis



Wm. D. Humphreys



W. B. Bryce



Witness the above bond and the security thereto, this the 3<sup>rd</sup> day of May 1873

Geo. W. Vauldook Clerk.

By W. C. Bishop D. C.



day of said sale, paid the amount of his said bid. the receipt of which is hereby acknowledged.

C. L. CURTIS

The undersigned would state in explanation of the above that two certain judgments against their intestate, recovered & levied on said property, were, at the time of filing their petitions to sell said land, pending before the Supreme Court of the State, which were decided adversely to said estate, & the mandate of Supreme Court returned & conditions exponas equis thereon & the property sold thereunder, before the day, June 23<sup>rd</sup>, 1873, of sale by the undersigned.

Having therefore reported their proceedings under said decree, the undersigned pray that this Hon Court will confirm the same, and that they may be discharged in the premises.

All of which is respectfully submitted.

Sworn to & subscribed before me,  
this, the 15 day of July, A.D. 1873.  
Esq. W. Van Hook etc  
By W. C. Bishop of DC

J. M. Thomas Adm<sup>r</sup>  
C. L. Curtis Adm<sup>r</sup>

In the case of, they pray your Honor, that citations issue to the parties in interest, to wit; James A. Curtis & Mary E. Curtis his wife; also to ~~Batten~~ <sup>C. L. CURTIS</sup> W. Bryan & John M. Bryan as the <sup>nearest relations</sup> next friends of the said Elfreda Curtis, living and resident in <sup>Said County of</sup> this State, to be and appear at the April term next of the Chancery Court of said County to show cause if any they have why the interests of their intestate, the said John A. Curtis, should not be sold, and the proceeds, or a sufficiency thereof be appropriated to the payment of the debts of said Estate: And that upon the final hearing of said petition, that your Honor will order & decree a sale of said household interest estate in the premises. And as in duty bound they will ever pray &c.

Sworn to & Subscribed before  
me, this 18<sup>th</sup> day of  
March A.D. 1873  
Geo. W. Vant Hook clk  
By W. C. Bishop D.C.

} Instructor Admr.  
} C. L. Curtis Atty  
} C. L. Curtis as the next  
} friend of Elfreda  
} Curtis

To the Hon Theodoric C Lyon, Chancellor of the 5th Chancery Dis-  
trict of the State of Mississippi.

The joint & separate answers  
of James H. Curtis, & Mary E. Curtis, his wife, of the above count-  
y State, to the petition of S. M. Tucker & Columbus L. Curtis, Adm-  
& Admors of Jno A. Curtis, Decd, or to so much thereof as they are  
vised it is necessary for them to answer, for answer, saith:

That the

admit the fact that Jno A. Curtis died seized & possessed of one third  
interest, in conjunctive with respondents who own the remaining  
two thirds interest in a piece of property in square lot (10) South of  
Main Street in the City of Columbus, known as the Columbus or Cur-

Hotel & fully described in the petition.

They further understand that said Estate is largely indebted beyond its  
assets, and that the only way for said debts ever to be liquidated  
is for the sale of the one third <sup>interest</sup> of the Estate in said property, and  
to that end they deem it advisable & do not interpose an objection  
And now having answered, they pray to be henceforth dismissed with  
their costs.

Sworn to & subscribed before  
me, this the 21 day of April A.D.  
1873 Geo. W. Vankoubert clerk  
By W. B. Bishop D.C.

M. E. Curtis  
J. H. Curtis

To the Hon Theodorick G Lyon, Chancellor of the 5th Chancery District of the State of Mississippi.

The joint & separate answers of James H. Curtis, & Mary E. Curtis, his wife, of the above county & State, to the petition of L. M. Tucker & Columbus L. Curtis, Admrs & Admors of Jo A. Curtis, Decd, or to so much thereof as they are advised it is necessary for them to answer, for answer, saith:

That the admrs do admit the fact that Jo A. Curtis died seized & possessed of one  $\frac{1}{3}$  interest, in conjunction with respondents who own the remaining two thirds interest in a piece of property in square No 100 South of Main Street in the City of Columbus, known as the Columbus or *Hotel* & fully described in the petition.

They further understand that said estate is largely indebted beyond its assets, and that the only way for said debts to be liquidated is for the sale of the one third <sup>interest</sup> of the estate in said property, and to that end they deem it advisable & do not interpose an objection and now having answered, they pray to be henceforth dismissed on their costs.

Sworn to & subscribed before me, this the 21 day of April A.D. 1873  
Geo. W. Vankubler clerk  
By W. B. Bishop D.C.

J. H. Curtis  
M. E. Curtis

Jno A. Curtis

JAMES H. CURTIS

To the Hon Theodorick T. Lyon, Chancellor of the 5th Chancery District of the State of Mississippi.

The joint & separate answer of James H. Curtis, & Mary E. Curtis, his wife, of the above county & State, to the petition of S. M. Tucker & Columbus L. Curtis, As & Admors of Jno A. Curtis, Decd, or to so much thereof as they are advised it is necessary for them to answer, for answer, saith:

That I admit the fact that Jno A. Curtis died seized & possessed of one third interest, in conjunction with respondents who own the remaining two thirds interest in a piece of property in square lot (100) South Main Street in the City of Columbus, known as the Columbus or A Hotel & fully described in the petition.

They further understand that said estate is largely indebted beyond assets, and that the only way for said debts to be liquidated is for the sale of the one third <sup>interest</sup> of the estate in said property, and to that end they deem it advisable & do not interpose an objection. And now having answered, they pray to be henceforth dismissed with their costs.

Sworn to & subscribed before me, this the 21 day of April A.D. 1873 Geo. W. Vankhook clerk  
Ouy W. Bishop D.C.

J. H. Curtis  
M. E. Curtis

The State of Mississippi,

In the Chancery Court of said County,

LOWNDES COUNTY.

April

Term, A. D. 1873

Know all Men by these Presents, That we *L. M. Tucker & Columbia L. Curtis* as principals, and *Wm D. Humphris and, W. B. Bryan,*

of the County of Lowndes, and State of Mississippi, are held and firmly bound unto the State of Mississippi, in the penal sum of *Five Thousand* Dollars, current money of the United States, which payment, well and truly to be made and performed, we, and each of us, do hereby bind ourselves, our heirs, executors, administrators and assigns, jointly, severally and firmly by these presents.

Witness our hands and seals, this *3rd* day of *May* A. D. 1873

THE CONDITION OF THIS BOND IS SUCH: That, whereas, *L. M. Tucker & Columbia L. Curtis* as *Administrator & Administratrix of the Estate of Jno. A. Curtis, deceased* has suggested to the Chancery Court of said County, that a sale of the following described lands belonging to said *Estate of Jno. A. Curtis, deceased* will be necessary to the *one third interest in* payment of the debts of said Estate viz *part of Square Ten (10) South*

*of main street, Situate, lying oblong in the town of Columbus, State County aforesaid, bounded & described as follows, to wit: on the North by Washington Street, on the South by Lafayette Street, on the East by Market Street, & on the West by the property of James Jones, the same being what is commonly known as the Columbus (or Curtis) Hotel property, a leasehold from the trustees of the Franklin Academy, for the term of sixty nine years, terminable from the 1st day of August AD, 1871, renewable forever.*

Now, if the said *L. M. Tucker & Columbia L. Curtis, Admin. & Admin.* in the event of selling said lands under and by virtue of a decree of said Chancery Court, shall faithfully apply the proceeds of such sale according to law and the decree of the said Court then this obligation to be void, otherwise to remain in full force.

*L. M. Tucker* SEAL  
*C. L. Curtis* SEAL  
*Wm D. Humphris* SEAL  
*W. B. Bryan* SEAL

I approve the above bond and the security thereto, this the *3rd* day of *May* 1873

*Geo. W. Vantsook* Clerk.

By *W. C. Bishop* D. C.

5/73

The State of Mississippi,

CHANCERY COURT,

LOWNDES COUNTY.

ss.

April

Term, A. D. 1873

Personally appeared this day before me Geo. W. Vankhook, Clerk of the Chancery Court of said County.

W.D. Humphries & W.B. Bryan

the sureties whose names are signed to the within Bond, who being severally sworn, depose and say, that they are worth over and above all their legal liabilities, and that they have visible property, subject to levy and sale under execution, over and above all property exempted by law from sale for debt,

The said W.D. Humphries the sum of Five Thousand Dollars.

The said W.B. Bryan the sum of Five Hundred Dollars.

The said the sum of Dollars.

The said the sum of Dollars.

Sworn to and subscribed before me, this 3rd day of May 1873 Geo. W. Vankhook Clerk. By W. L. Bishop D. C.

W.D. Humphries W.B. Bryan

The above named S. M. Tucker, C. S. Curtis, W.D. Humphries or W.B. Bryan Geo. W. Vankhook Clerk of the Chancery Court of Lowndes County, Mississippi, that they signed, sealed and delivered the within and foregoing Bond, on the day and date thereof, for the purposes therein set forth, as their act and deed.

Given under my hand and seal of office, this 3rd day of May A. D. 1873

Geo. W. Vankhook Clerk. By W. L. Bishop D. C.

No. 1622

The Estate of BOND TO SELL LAND.

John A. Curtis

Filed May 3 A. D. 1873

Geo. W. Vankhook Clerk.

By W. L. Bishop D. C.

Recorded in Book Page 264 + 265

Clerk.

By D. C.

Printed at the Executor Job Office, Columbus, Mississippi.

4/21/1873

The State of Mississippi }  
Lauderdale County }

Chancery Court  
April Term A.D. 1873.

The Estate

of

Jno A. Curtis

To the Hon Theodoric C Lyon, Chancellor of the 5th Chancery Dis-  
trict of the State of Mississippi.

The joint & separate answer  
of James H. Curtis, & Mary E. Curtis, his wife, of the above county  
estate, to the petition of S. M. Tucker & Columbus S. Curtis, Admin-  
& Admin of Jno A. Curtis, Decd, or to so much thereof as they are ad-  
vised it is necessary for them to answer, for answer, saith:

That they  
admit the fact that Jno A. Curtis died seized & possessed of one third  
interest, in conjunction with respondents who own the remaining  
two thirds interest in a piece of property in square No 100 South of  
Main Street in the city of Columbus, known as the Columbus or Curtis  
Hotel & fully described in the petition.

They further understand that said estate is largely indebted beyond its  
assets, and that the only way for said debts even to be liquidated  
is for the sale of the one third <sup>interest</sup> of the estate in said property, and  
to that end they deem it advisable & do not interpose an objection.  
And now having answered, they pray to be henceforth dismissed with  
their costs.

Sworn to & subscribed before  
me, this 21 day of April A.D.

1873 Geo. W. Vankooker clerk  
By W. B. Bishop D.C.

M. E. Curtis  
J. H. Curtis



6/15/1869

THE STATE OF MISSISSIPPI—LOWNDES COUNTY.

Know all Men by these Presents, That we, *Columbia L Curtis*  
*Lee M Tucker, Abram S Humphris*  
*and William W Humphris Junior*

all of the County and State aforesaid, are held and firmly bound unto the State of Mississippi in  
the sum of *One thousand five Hundred* Dollars,  
to the payment of which, well and truly to be made and done, we bind ourselves, our and each of  
our heirs, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals and dated this *15* day of *June* A. D. 18 *69*

THE CONDITION OF THIS BOND IS, That if the above bound *Columbia L*  
*Curtis* ~~Administrative~~ <sup>*Lee M Tucker*</sup> and <sup>*Lee M Tucker*</sup> as Administrat of the goods and  
chattels, rights and credits of *John A Curtis*  
Deceased, shall faithfully, truly, and promptly perform and discharge all the duties required of him  
by law, or by the order of the Court, then this obligation to be void, otherwise to remain in full  
force.



*Columbia L. Curtis*

*Lee M Tucker*

*A. S. Humphris*

*W. W. Humphris*



I approve the above bond and sureties.

*George M. Westbrook* Judge of Probate.

*J. A. Gasham*  
*R. R. Spicer*  
*George Sanders*  
*Thomas Spicer*  
*Harmon Hale*

31 May 1869 June 1869

The State of Mississippi, Probate Court  
Lauderdale County } June Term 1869  
To the Hon G. H. Vanhook Judge.

The petition of Laurence H. Curtis a  
resident of said County, respectfully shows  
that John A. Curtis late of said County  
departed this life on the 10<sup>th</sup> day of May  
1869 leaving no will so far as your petitioner  
knows or believes. That said intestate died  
seized and possessed of a small real and  
personal estate consisting of an undivided  
one third interest in the town lot known  
as the Columbus Hotel lot <sup>in a small tract of land in Oktobeha & a town lot in Richland Co</sup> and a like undi-  
-vided one third interest in certain other per-  
<sup>small</sup> property <sup>several</sup> situated in said Hotel all  
of said personal estate being estimated to  
be worth not exceeding Six or Eight Hun-  
-dred Dollars. That your petitioner is the  
brother of said intestate. That he left a  
widow Mrs. Columbia S. Curtis, and an infant  
child Elfreda Curtis. That your petitioner  
believes that said estate should be im-  
-mediately administered, by virtue of his  
right under the Statute he prays that your  
honor will grant letters of administration to  
him in the premises upon qualifying  
himself according to law and the  
directions of this Court, inasmuch  
as the said Widow of the said intestate  
died on the 31<sup>st</sup> day of May 1869  
file in this Court her written  
renunciation of her right to

admirer, and the said infant  
being disqualified by reason of  
his infancy.

And as a duty bound from  
petitioner will ever pray &c  
James H. Curtis.

James  
Attorney

D B 32

Mortgage of Aug 1860

John A Curtis



Given under my hand and Seal of office at Columbus this the 8th day of August, A.D. 1860.

David Williams Clerk,

John A. Curtis

To Deed

E. C. Eggleston

The State of Mississippi's Linn's County

This indenture made and entered into on this the 8th day of August, A.D. 1860, by and between John A. Curtis the party of the first part, Edward C. Eggleston the party of the second part and

Rix Kendall, and Co. Beverly Matthews, M. S. Stearns & Co. Barney Brothers & Co. O. Magange & Co. Watkins Mc Carthy, H. Johnston James H. Guindall Holman Endleston, Edward C. Eggleston and Irwin & Love parties of the first part, Witnesses, that whereas the said party of the first part is justly indebted to the said parties of the third part, in such manner and in such sums as appears by a Schedule hereto, attached & made part of this Indenture marked Exhibit A & Whereas the said party of the first part is anxious to secure the payment of all of said sums as soon as possible, now in consideration of the premises & for the further consideration of the sum of Ten dollars in hand paid to the party of the first part, by the party of the second part, the receipt of which is hereby acknowledged, the said party of the first part, has granted bargained sold and delivered unto the said party of the second part the whole and every part and parcel of the stock of Groceries Wines and Liquors and all & every part and parcel of the entire amount of the stock of Dry goods and Hard Ware and all and every part and parcel and the full amount of furniture now in the two stores on the West Side of Market Street in the plan of the town of Columbus now occupied by said party of the first part, for the consideration aforesaid the said party of the first part assigns and conveys unto the said party of the second part, all and every bill of Exchange promissory note and Note & open account, due to the said party of the first part, a Schedule of said Groceries Wines and Liquors Dry goods Hardware & furniture and Bills of Exchange, promissory notes and open accounts whether in the books or drawn off is to be taken marked Schedule B and made a part of this Indenture. This conveyance is made on the

181.

Satisfactory evidence being this day produced before me of the satisfaction of the debt secured to be paid to my Master's debt, I hereby enter satisfaction hereof and Cancel the same as the Statute directs & c. by the Court Clerk of the County of Lowndes in the State of Mississippi this the 8th day of August 1860.

following Condition and trusts & none other, to wit, that said party of the second part, is to take immediate possession of said Groceries, and Liquors Dry goods Hardware furniture Bills of Exchange & Books shall proceed to sell at private sale for cash all of said Dry goods Groceries & Liquors and whosoever he thinks best for the interests of the parties to this Indenture shall sell of what remains of said dry goods Groceries Wines and Liquors at public auction to the highest bidder for cash and shall also collect all of said bills notes and accounts in as speedy a manner as possible the proceeds arising from such sale of Dry goods Groceries and Liquors the collections of said bills notes and accounts shall be applied in the manner following to wit, that after paying Beverly Matthews & Erion & Love a reasonable fee for drawing this Indenture & retaining 10 per cent Commissions on the proceeds of sale and collections of debts as a service as trustee in this deed he shall first pay to Edward L. Eggleston the whole amount of his debt for rent and also the whole amount of the debt due to Beverly Matthews mentioned in Schedule A hereto attached & the balance shall be applied equally & pro rata to the several parties of the third part, and the several sums mentioned in Schedule A. It is expressly understood & stipulated that the debt mentioned in Schedule A as being due to Holman & Huddleston is as yet unpaid & the said party of the second part shall only pay to said Holman & Huddleston his distributive share or such claim as he may prove to be due & owing to him for loans & cash advanced provided such claim shall not exceed the sum of five hundred dollars. In testimony whereof the parties of the first part and part have hereunto set our hands and seal the day and date first above written

The State of Mississippi  
Lowndes County. Before me George Brown clerk of the circuit court of said county, this day personally appeared John A. Curtis and Edward L. Eggleston and severally acknowledged that they signed sealed and delivered the foregoing deed on the day and year and for the purposes therein expressed as their act and deed. In testimony whereof I have hereunto set my hand and affixed the seal of said court this the 8th day August 1860.  
George L. Brown Clerk

John A. Curtis (Seal)  
E. L. Eggleston (Seal)

DB 32

14 Apr 1860 John A. Curtis \$250

Personally. Charles W. Brown and acknowledged that they signed and sealed the foregoing agreement, on the day and date thereof, as their act and deed for the purposes therein expressed.

Seal

Given under my hand and Seal of office at Columbus this 31<sup>st</sup> day of August A.D. 1860.

Daniel Williams Clerk.

The State of Mississippi, I Daniel Williams clerk of Lowndes County, the probate court in and of said County do hereby certify that the foregoing was filed in my office for record on the 31<sup>st</sup> day of August A.D. 1860. and the same with the certificate and the certificate of acknowledgement has been recorded in Deed Book No 32, on page 267, 268 and 269.

Seal

Given under my hand and Seal of office at Columbus this 31<sup>st</sup> day of August A.D. 1860.

Daniel Williams Clerk.

F

John A. Curtis, To & Deed.

The State of Mississippi Lowndes County;

This Instrument, with that of John A. Curtis of the State of Mississippi and County aforesaid, for and in consideration of the sum of Two hundred and Fifty Dollars to me in hand paid by Robert French and Mary C. French of the same State and County the receipt whereof is hereby acknowledged do hereby sell and convey to said Robert French & Mary C. French the following described tract or parcel of Land lying and being, in the State and County, aforesaid, and more particularly described as follows: To wit, the west half of the South East quarter of Section (5) Township Seventeen (17) Range (18) West Containing 6 acres more or less. To have and to hold said Land to said Robert French and Mary C. French their heirs and assigns in fee Simple forever, free from and against the claims of any and all persons whatsoever. And I hereby bind myself, my executors, administrators and assigns to warrant and defend the title to said premises as before stated. In witness whereof I have here to set my hand and seal, this the 14<sup>th</sup> of April A.D. 1860.

John A. Curtis.

w 1/2 of SE 1/4 Sec 5 T17 R14W 60 ac.

The State of Mississippi, Before me Daniel Williams Clerk of the  
Lords County, Probate Court in and for said  
County this day personally came John A. Curtis and  
acknowledged that he signed sealed and delivered the  
foregoing Deed on the day of the date thereof as his act  
and deed for the purposes therein expressed.

Given under my hand and seal,  
of office at Columbus, this 14<sup>th</sup> of  
April A.D. 1860.

Daniel Williams Clerk  
By W. H. Cook, Clk.

The State of Mississippi, I Daniel Williams Clerk of  
the probate Court in and for said County do  
hereby certify that the foregoing Deed was filed in my  
office for record on the 14<sup>th</sup> day of April A.D. 1860.  
And that the same with the Certificate and the  
Certificate of acknowledgement has been duly recorded  
in deed Book No. 82, on page 267 and 270.

Given under my hand and  
seal of office at Columbus this  
17<sup>th</sup> of April, A.D. 1860.

Daniel Williams Clerk

Robert French;

To E. Deed,

D. B. Gaston;

The State of Mississippi Lords County  
This Instrument witnesses that  
Robert French of the State and  
County aforesaid for and in  
consideration of the sum of One hundred and twenty  
dollars to me in hand paid by E. B. Gaston of the same  
State and County. the receipt whereof is hereby acknowledged  
do hereby bargain sell and convey, to said E. B. Gaston  
all my right, title claim or interest of every description  
in any wise accruing to me, of in and to the  
following described parcel of Land lying and being in  
the State and County aforesaid, to wit, The west half of the  
South East quarter  $\frac{1}{4}$  of Section five (5) Township seventeen  
Range eighteen<sup>th</sup> West, containing Eighty acres more or  
less in witness whereof I have hereunto set my hand and  
seal this 25<sup>th</sup> day of July, A.D. 1860.

Witness of A. P. Oakford, Robert French Seal  
A. J. Parker

3/20/1873

The State of Mississippi } Chancery Court.  
Lauderdale County } April Term, A.D. 1873.

To the Hon Theodoric C. Lyon, Chancellor of the 5<sup>th</sup> Chancery District of the State of Mississippi.

The petition of L. M. Tucker, and Columbia L. Kurtis, who are Administrators & Administratrix of the goods, chattels &c, of John A. Kurtis, late of said county deceased, and of Edfluda Kurtis, a minor heir & distributee of the said John A. Kurtis, by her next friend, Columbia L. Kurtis, that the said John A. Kurtis, died possessed of a small estate, and as a part of it, a one third interest, in conjunction with James H. Kurtis & Mary E. Kurtis, his wife, who own the remaining two thirds interest, in a piece of property in <sup>South of main Street</sup> Square Ten (10), <sup>2</sup> Echuate, lying & being in the city of Columbus, State & county aforesaid, and bounded & described as follows, to wit; on the North by Washington Street, on the South by La Fayette Street, on the East by Market Street & on the West by the property of James Jones, now occupied by Jacob Stallings as a residence, the same being what is commonly known as the "Columbus (or Kurtis, Hotel" property, and leasehold from the Trustees of the Franklin Academy, for the term of ninety nine years from the 1<sup>st</sup> day of August 1821, receivable forever.

This petition further shows, that the debts due



and owing by said intestate which have already  
been exhibited to the undersigned personal representa-  
tives, some of which have been reduced to judg-  
ment & levied upon the interests of their said intestate  
in said property, cannot be paid by the other as-  
sets of said estate. That after exhausting every  
available source & means of obtaining funds of the  
estate to pay off & discharge said indebtedness, they  
can appreciate and hope for no other course than  
to petition your Honor for a sale of said property.

<sup>See Exhibit "A" to this petition</sup>  
This petition on behalf of the said Columbia  
L. Curtis and Elfleda Curtis by her next friends,  
the said Columbia L. Curtis, further shows, that  
they as the widow & heir have claimed the interest  
of the said John A. Curtis in the said property as  
a Homestead exemption, and to a great extent their right  
to same, have heretofore filed their two separate  
injunction bills, restraining & enjoining the sale  
of said property from sale under two separate  
executions levied upon the same, and that said  
bills are yet undetermined. That for the purposes  
of this petition & sale however, the said Columbia  
L. Curtis, for herself is willing to forego her said  
homestead claim, and in order to derive means for  
the education & maintenance of the said Elfleda,  
she, as the mother & next friends deems it advisable and  
so represents to the Court, that said property be sold  
and after the payment of the debts, that the balance

3/20/1873

of the proceeds of sale be equally divided between  
 To the end thereof, they pray your Honor, that ci-  
 tions issue to the parties in interest, to wit; James  
 A. Curtis & Mary E. Curtis his wife; also to ~~Bryan~~,  
 B. Bryan & John M. Bryan  
 as the <sup>nearest relations</sup> ~~next friends~~ of the said Elfreda Curtis, <sup>in</sup>  
 and resident in <sup>Said County of</sup> this State, to be and appear at the  
 April term next of the Chancery Court of said Court  
 to show cause if any they have why the interests of the  
 intestate, the said John A. Curtis, <sup>in said property</sup> should not be sold  
 and the proceeds, or a sufficiency thereof be approp-  
 riated to the payment of the debts of said Estate;  
 And that upon the final hearing of said petition,  
 that your Honor will order to decree a sale of said  
 leasehold interest estate in the premises.  
 And as in duty bound they will ever pray &c.

Sworn to & Subscribed before  
 me, this 18<sup>th</sup> day of  
 March A.D. 1873

Geo. W. Vanhook clk  
 By W.C. Bishop D.C.

} Instructor Adm.  
 } C. L. Curtis Admop  
 } C. L. Curtis as the next  
 } friend of Elfreda  
 Curtis

Satisfactory evidence being this day produced before me of the satisfaction of the debt secured to be by  
their Trust deed, I hereby enter satisfaction hereof and Cancel the same as the Statute direct.  
December 10<sup>th</sup> 1867. (No debt of any kind due & c)  
Shirley acknowledge full satisfaction of this Trust Deed  
179 Geo C Brown & Co

1867 said party of the second part, is to take immediate possession of said Groceries, and Liquors Dry goods Hardware Furniture Bills of Exchange & Books shall proceed to sell at private sale for cash all of said Dry goods Groceries & Liquors and whatsoever he thinks best for the Interests of the parties to this Indenture shall sell of what remains of said dry goods Groceries Wines and Liquors at public auction to the highest bidder for cash and shall also collect all of said bills notes and accounts in as speedy a manner as possible the proceeds arising from such sale of Dry goods Groceries and Liquors the collections of said bills notes and accounts shall be applied in the manner following to wit that after paying Beverly Matthews & Irwin & Love a reasonable fee for drawing this Indenture & retaining 10 per cent Commissions on the proceeds of sale and collections of debts as a for his Services as Trustee in this deed he shall first pay to Edward C. Eggleston the whole amount of his debt for rent and also the whole amount of the debt due to Beverly Matthews mentioned in schedule A hereto attached & the balance shall be applied equally & pro rata to the several parties of the third part and the several sums mentioned in schedule A. It is Expressly understood & stipulated that the debt mentioned in schedule A as being due to Holman & Huddleston is as yet unliquidated & the said party of the second part shall only pay to said Holman & Huddleston his distributive share or such claim as he may prove to be due & owing to him for loans & cash advanced provided such claim shall not exceed the sum of five hundred dollars. In testimony whereof the parties of the first ~~part~~ second part have hereunto set our hands and Seal the day and date first above written

The State of Mississippi  
Lounds County, Before me George C Brown Clerk of the circuit court of said County. this day personally appeared John A. Curtis and Edward C. Eggleston and severally acknowledged that they signed sealed and delivered the foregoing deed on the day and year and for the purposes therein expressed as their act and deed. In testimony whereof I have hereunto set my hand and affixed the seal of said Court. this the 8<sup>th</sup> day August. 1860.  
John A. Curtis (Seal)  
Edward C. Eggleston (Seal)  
George C Brown Clerk

my evidence being this day produced before me of the satisfaction of the debts  
ced. I hereby enter satisfaction hereof and Cancel the same as the 26  
of 1867. (the debt of Mrs. Wendell & Co  
187 Geo C. L.  
warrantage full satisfaction of this Trust Deed  
J. G. Curtis 12/10/1867

names and names...  
bidder for cash and shall also collect  
notes and accounts in as speedz a  
the proceeds arising from such sale  
Groceries and Liquors the collections  
and accounts shall be applied in the  
to wit. that after paying Beverly Matthews  
a reasonable fee for drawing this  
retaining 10 per cent. Commissions on  
sale and collections of debts as a  
Services as Trustee in this deed be sh  
Edward L. Eggleston the whole amount  
for rent and also the whole amount  
to Beverly Matthews mentioned in  
attached & the balance shall be applied  
pro rata to the several parties of the  
the several sums mentioned in Sched  
Expressly understood & stipulated that  
ed in Schedule A as being due &  
is as yet unliquidated & the said pa  
part shall only pay to said Holman  
his distributive share or such Cl  
may prove to be due & o  
for loans & Cash advanced provided  
Claim shall not exceed the sum of  
dollars. In testimony whereof the  
first Partee and part have hereunto  
and Seal the day and date first ab

The State of Mississippi  
Lounds County, Before me Geo  
of the circuit court of said County. This da  
John A. Curtis and Edward L. Eggleston a  
acknowledged that they signed sealed an  
foregoing deed on the day and year and

of  
said County do hereby certify that the foregoing  
was filed in my office for record on the 31<sup>st</sup> day  
August 20, 1820. and the same with the certificate  
and the certificate of acknowledgment has been  
recorded in Deed Book No 52, on page 267, 268 and 269



Given under my hand and Seal of  
office at Columbus the 31<sup>st</sup> day of  
August 20, 1820.  
David Williams Clerk.

F

John A. Curtis,

To & Deed,

The State of Mississippi's Lound  
County;

This Instrument, with  
that of John A. Curtis of the State  
and County aforesaid, for and  
in consideration of the sum of Two hundred and  
fifty Dollars to me in hand paid by Robert French  
and Mary C. French of the same State and County  
the receipt whereof is hereby acknowledged do hereby to  
sell and convey to said Robert French & Mary C. French  
the following described tract or parcel of Land lying  
and being, in the State and County aforesaid,  
and more particularly described as follows: To wit,  
the west half of the South East quarter of Section (5)  
Township Seventeen (17) Range (18) West Containing 60  
acres more or less. To have and to hold said Land  
to said Robert French and Mary C. French their  
heirs and assigns, in fee Simple forever, free  
from and against the claims of any and all  
Persons whatsoever. And I hereby bind myself, my  
Executors, administrators and assigns to warrant  
and defend the title to said premises as before  
stated In witness whereof I have hereunto set my  
hand and Seal this the 14<sup>th</sup> of April A.D. 1820.

John A. Curtis

w 1/2 of SE 1/4 Sec 5 T17 R16W 60  
ac.

SIGNATURE

I am just now recovering from a very severe case of flu contracted when we went to Roanoke, Va. to help care for our younger daughters' family who had it.

Good that you were able to get moved to your new quarters and that you are pleased with them. Moving is such a chore.

I believe that I sent Joe Hart a copy of my findings, but at any rate here it is again.

31

York County Court of Equity records (Bills No. 18 & 311) show that SAMUEL DAVIS died in Mecklenburg County, N. C. in the year 1815 and that he had an only child, a daughter HESTER [ESTHER] who married Rev. JOSEPH ALEXANDER and had issue: SAMUEL D. ALEXANDER, EDITHA ALEXANDER who married Rev. ROBERT B[OYD] WALKER, ANN ALEXANDER who married JAMES GARRISON, GEORGE ALEXANDER, JUDITH ALEXANDER who married (1) HUGH BANKHEAD, and (2) WILLIAM BANDY, and MARGARET ALEXANDER who married JOHN THOMAS McJUNKIN. There is no mention of MARTHA "PATSY" ALEXANDER who married EDWARD BYERS, SARAH ALEXANDER who married Capt. JACOB BARNETT, and ESTHER ALEXANDER who married JOHN KING, as they all died before 1815. [The Rev. Dr. SAMUEL DAVIES, fourth president of Princeton, was born in 1723, and died in 1761.]

George Baldwin Alexander  
m.  
I saw James McJunkin

Here is a tracing of the signature of SAMUEL DAVIS written Nov. 3, 1808:

Notice he spelled it DAVIS, not DAVIES

I have never been able to determine how Samuel BALDWIN Byers got his middle name, or how George BALDWIN Alexander got his. Samuel Davis' wife may have been a Baldwin. Maybe Mr. Hart may have some thoughts on this.

When last at Staunton, Va. I finally found where my [Capt.] WILLIAM BYERS had 335 ac. surveyed for himself in 1755 on the north side of Cedar Creek, in the fork of James River, joining land of SAMUEL McDOWELL (1735-1817), father of the renowned Dr. EPHRAIM McDOWELL (1771-1830) who was born in Rockbridge County, Va. This land today is about 30 miles north of Natural Bridge. Capt. Byers' grandson, ex-Congressman FINIS EWING McLEAN, said that Byers' wife was ELIZABETH WALTON of Rockbridge County, Va. and that they lived 30 miles from Natural Bridge. Rockbridge was not formed until 1778. Byers' survey was granted in 1760 by Virginia to Edward Sharp, he Byers evidently moving on to what is now York County, S. C. This was a lucky find. I had been hunting it for about 20 years. It is nice when some of these stories can be checked out.

With best wishes, I am,

Sincerely,

Elmer O. Parker

Est Samuel Davis  
1816

... or his successors; To the which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, jointly & severally, firmly by these presents. Sealed with our seals, and dated this 27th day of May Anno Domini 1817

13002  
P. 22

THE CONDITION of this Obligation is such, That if the above bounden

*Samuel Alexander & James Garrison*  
administrators of all and singular the goods and chattels, rights and credits of *Samuel Davis* deceased, do make or cause to be made, a true and perfect inventory of all and singular the goods and chattels, rights and credits of the deceased, which have or shall come to the hands, knowledge, or possession of the said *Samuel Alexander & James Garrison* or into the hands or possession of any person or persons for them; and the same so made, do exhibit, or cause to be exhibited into *Northampton* county court, within the time prescribed by law, after the date of these presents:

And the same goods, chattels and credits, and all other the goods, chattels and credits of the deceased, at the time of his death, or which at any time hereafter shall come into the hands or possession of the said *Samuel Alexander & James Garrison* or into the hands or possession of any other person or persons for them do well and truly administer according to law; and further do make, or cause to be made, a true and just account of their said administration, agreeable to law, after the date of these presents: And all the rest and residue of the said goods, chattels and credits, which shall be found remaining upon the said administrators account (the same being first allowed by the Governor and Council, Superior or County court) shall deliver and pay unto such person or persons respectively as the same shall become due, pursuant to the true intent and meaning of the act in that case made and provided. And if it shall appear that any will or testament was made by the deceased, and the executor or executors therein named do exhibit the same in court, making request to have it allowed and approved of accordingly, if the said *Samuel Alexander & James Garrison* above bounden being thereunto required, do render and deliver the said letters on administration, (approbation of such testament being first had and made in the said court) then this obligation to be void, otherwise to remain in full force and virtue.

Signed, sealed, and delivered }  
in the Presence of }

*James Alexander*

*Samuel Alexander*  
*James Garrison*  
*Paul Alexander*  
*Robert Park*