

Joseph Bryson
15th 1839

vii 371

Trust Deed Garland K Lincecum & Andrew Weir
3-19-39

This Indenture made this nineteenth day of March 1839, between Garland K Lincecum of the first part Andrew Weir of the second part and Joseph Bryson of the third part Witnesses that the said Garland K Lincecum in order to secure and provide for the payment of a note given by the said Garland K Lincecum to the said Joseph Bryson for the payment of Eleven thousand Dollars of lawful Money of the United States on or before the 1st day of January in the year 1858 as by the said note bearing date on the 2nd March in the year 1837 will more fully appear and also for and in consideration of Five Dollars of like Money to the said Garland K Lincecum in hand paid by the said Andrew Weir before the signing sealing and delivery of this Indenture has granted bargained sold aliened and conveyed and by these presents doth grant bargain sell alien and convey unto the said Andrew Weir his heirs and assigns forever the following property to wit the North East fractional quarter or lot one of Section No Twenty Nine in Township No Nineteen North of Range No Eighteen East containing Fifty Six acres more or less also Lots numbered one and two in Square Number fourteen North of Main Street in the Plan of the Town of Columbus being part of Section fifteen in Township No Eighteen South of Range No Eighteen West of the basis Meridian of Madison County Alabama and lying in said Town with the appurtenances thereto belonging: and also the following described piece or parcel of land lying & being in the said County of Lowndes and adjoining the 16th Section 18th Township 18th Range 18th West and embraced within the following boundaries to wit, Beginning at said 16th Section line at a Sycamore stump adjoining a lot sold by said Bryson to Benjamin Estes thence West until it crosses Morris creek thence down the west bank of said creek until it comes within a line of a lot sold by said Bryson to A. H. and J. Young then East along said line of said lot to the said 16th Section line and thence North to the place of Beginning containing half an acre be the same more or less and also the following personally property to wit two Horses one Mule and calf four cows Hoes hold and Kitchen furniture. To have and to hold the said granted premises and all the buildings and improvements thereon and the appurtenances of every kind thereto belonging and all the estate right title and interest of the said personally estate aforesaid hereby conveyed unto the said Andrew Weir his heirs and assigns forever but in trust nevertheless and for the purposes following to wit that the said Andrew Weir his heirs and assigns when thereto required by the said Joseph Bryson his Executors administrators or assigns or by his or their agent or agents in that behalf sell and dispose of

Trust Deed Garland R. Lincecum to Andrew Weir

of in full simple at public auction to the highest bidder for ready money the said granted premises and Personal Estate for the purpose of paying the said note and the interest thereon they may become thereon to the time of sale and also for the purpose of defraying the cost and charges of such sale and thereupon shall convey the same by a deed sufficient in Law to pass and give to the purchaser or purchasers a good title thereto Having previously posted the time and place of sale and given thirty days notice thereof and the Court House door of Townsley County Mississippi to and of the purchase money to be paid at the time of such sale as well as sufficient in Law and equity what ever sum or sums of money that then due the interest which may have accrued and be unpaid the fee for drawing and recording this Deed if then unpaid and all costs and charges attending the execution of this Deed and the said Andrew Weir for himself his heirs executors and administrators covenants with the other parties to this present that he will faithfully execute the trust hereby reposed in him & should and shall be made by virtue hereof that he will faithfully apply the proceeds of such sale according to the true intent & meaning of this Deed and should no default be made that he will when required by the said Garland R. Lincecum or his legal representatives or representatives and at his or their proper cost and charges release and recovering to him or them the property aforesaid and until such sale as is therein before mentioned shall be made that the said Garland R. Lincecum or his legal representatives shall have the use in interrupted use possession and benefit thereof

And Witness whereof the parties hereunto have set their hands and affixed their seals the said day and year first herein written

Signed sealed and delivered in the presence of
 Garland Lincecum (Seal)
 Andrew Weir (Seal)
 Joseph B. Bryant (Seal)

The State of Mississippi
 Townsley County Know all men by these presents that I, Emeline Lincecum wife of the within named Garland R. Lincecum for and in consideration of the sum of one Dollar to me in hand paid by the within named Andrew Weir the receipt whereof is hereby acknowledged have given granted and sold relinquished conveyed and confirmed to the said Andrew Weir his heirs and assigns all my right

DEED RECORD FOR JESSE W. + SARAH BRYAN
 COUNTY LOUNDES STATE MS

DEED BK	FROM/TO	NAME	ACRES	PRICE	DATE	REC.	DOWER	LOCATION
31 p 662	J W. BRYAN SARAH BRYAN	E RAO B. GASTON		\$1,125	14 MAY 1859	14 MAY 1859	SARAH S BRYAN	SLAVES, BOY CHARLES age 13 girl named ALABAMA 10 YRS.
	JACOBS H + SALLY H							
31 p 627	JACOBS H + SALLY H SHARP	JESSE W. BRYAN		NOTES \$3650	15 SEP 1859	17 SEPT 1859		SQUARE 1 So. of MAIN ST.
31.628	JESSE W. BRYAN.	THOMAS W. SHARP TRUST. JACOBS H. SHARP						Deed of trust for above 18 Sep 1859 Rec 17 Sept 1859
32-646	JESSE W. BRYAN SARAH S	JACOBS H. SHARP		\$3650	30 APR 1861			Default - Repurchased by Seller.
?	?	JESSE + SARAH BRYAN	LOT	?	?			E 1/2 SQUARE #12 Barrys SE Ad.
2000								
51 p. 251	SARAH S. BRYAN	COLUMBIA BRYAN	LOT	\$2000	2 OCT 1875	25 NOV 1875		PRIOR TO DEATH.

1050
1

Jacob H Sharp

To { Deed
9-13-59
Jesse W. Bryant

This Deed of Conveyance made this the
 fifteenth day of September A.D. one thousand
 eight hundred and fifty nine between
 Jacob H Sharp and Sally H Sharp his wife
 of the first part and Jesse W. Bryant of
 the second part all of the County of Sevier
 and State of Mississippi: Witness that the said Jacob H. and
 Sally for and in consideration of the sum of thirty six thousand
 and fifty Dollars (\$3650) evidenced by three promissory notes the
 receipt whereof is hereby acknowledged have bargained, granted
 and sold, and by these presents do grant alien and convey unto
 the said Jesse W. Bryant a certain parcel or parcels of land lying
 and being according to a plan of the town of Columbus a part
 of Square number (No. 1) South of Main Street designated as
 follows to wit after fixing a point on Margaret Street one
 hundred and forty (140 ft) feet from the North East corner of
 said Square number one (No. 1) where Margaret & Market
 Streets corner to run west one hundred and seven & one half (107 1/2)
 feet fronting & parallel with Margaret Street thence to run
 south five hundred and ten (510 ft) feet toward Francis Street
 in a continuous width of one hundred & seven & one half
 (107 1/2) feet in the shape of a parallelogram of the length of
 two hundred and ten (210) feet and breadth of one hundred &
 seven and one half (107 1/2) feet, also after fixing a point
 on Francis Street two hundred and seven & one half (207 1/2)
 feet from the South East corner of said Square number (No. 1)
 and where Francis and Market Streets corner to run forty
 feet west on and parallel with Francis Street from thence
 North one hundred and twenty (120 ft) feet towards Margaret
 Street with a continuous width of forty (40 feet) in the
 shape of another parallelogram one hundred & twenty (120 ft)
 feet long by forty (40 ft) feet in width the two parallelograms
 joining each other with their respective widths thereby form-
 ing a continuous lot touching both Margaret & Francis
 Streets. To have & to hold the same together with the ten-
 ements, hereditaments & appurtenances therewith apper-
 taining unto the said Jesse W. Bryant his heirs executors
 and assigns forever. And the said parties of the first
 part for themselves heirs & assigns by these presents do cov-
 enant and agree to defend the title to the same against all
 persons claiming or to claim the same whatsoever.

In Testimony whereof we have hereunto set our names and
 affixed our seals this the fifteenth day of September A.D. one
 thousand eight hundred & fifty nine.

North
Survey

J. H. Sharp (Seal)
Sally H. Sharp (Seal)

My State of Mississippi, B. L. ...

378 628

Clerk Court of said County this day personally ~~examined~~ appeared Jacob H. Sharp and Sally H. Sharp his wife and severally acknowledged that they signed, sealed and delivered the foregoing Deed on this day and year and for the purposes therein expressed as their act and deed, and the said Sally H. wife of the said Jacob H. Sharp on a private examination separate and apart from her said husband acknowledges that she signed, sealed & delivered said deed freely and voluntarily without any fear threats or Compulsion of her said husband

LS

Given under my hand & seal of Office at Columbus this the 13th day of September A.D. 1859
Geo. C. Brown Clerk

The State of Mississippi }
Linn County

I Daniel Williams Clerk of the Probate Court of said County, do hereby Certify that the foregoing Deed was filed in my Office for record on the 17th day of September A.D. 1859, and that the same with the Certificate of acknowledgment and the Certificate has been duly recorded in Deed Book No 31, Pages 427 & 428.

LS

Given under my hand & seal of Office at Columbus this 17th day of September A.D. 1859.

Daniel Williams Clerk
By Wm. H. Cook S.C.

N



Tessa W. Bryan
9-15-59
To } Deed Trust
Thos I. Sharp, use
Jacob H. Sharp

1051


This Deed in trust entered into this the fifteenth day of September A.D. one thousand and eight hundred and fifty nine - between Jacob H. Sharp of the third part Thomas I. Sharp of the second part and Jesse H. Bryan of the first part all of the County of Sumner and state of Mississippi. Witnesseth that whereas the said Jesse H. Bryan is justly indebted to the said Jacob H. Sharp in the sum of thirty six hundred and fifty (\$3650) dollars evidenced by three promissory notes each bearing date October twelfth eight hundred and fifty nine payable by the said Jesse H. Bryan to Jacob H. Sharp and described more fully as follows To-wit: One promissory note for the sum of twelve hundred (\$1200) dollars to be paid the first day of January eighteen hundred and sixty one with eight per cent interest from the date thereof. A second promissory note for the sum of twelve hundred (\$1200) dollars to be paid the first day of January ^{from the date} eighteen hundred and sixty two with eight per cent interest thereof. A third promissory note for the sum of twelve hundred and fifty (\$1250) dollars to be paid on the first day of January eighteen hundred and sixty ^{three} with eight per

out interest from the date thereof. And being desirous of
 securing the prompt payment of said several sums of
 money and in consideration of said indebtedness the
 said Jesse W. Bryan has bargained, granted and sold
 and by these presents doth grant alien and convey unto
 the said Thomas J. Sharp and his successors in fee
 a certain parcel or parcels of land lying and being
 according to a plan of the town of Columbus a part
 of square number one (No. 1) South of Main Street
 designated as follows to-wit: after fixing a place on
 Margaret Street one hundred and forty feet (140 ft)
 from the North East Corner of said square number one
 (No. 1) where Margaret and Market Streets corner to run
 west one hundred and seven and one half (107 1/2 ft) feet
 fronting and parallel with Margaret Street thence to run
 south two hundred and ten (210) feet toward Brauca's street
 in a continuous width of one hundred and seven and
 one half (107 1/2 ft) feet in the shape of a parallelogram of
 the length of two hundred and ten (210 ft) feet and breadth of
 one hundred and seven and one half (107 1/2 ft) feet; also
 after fixing a ~~place~~ point on Brauca's Street two
 hundred and seven and one half (207 1/2 ft) feet from
 the South East corner of said square number one (No. 1)
 where Market and Brauca's Street corner to run forty
 (40 ft) feet West on and parallel with Brauca's
 Street from thence north one hundred and twenty
 (120 ft) feet towards Margaret Street with a contin-
 uous width of forty (40 ft) feet in the shape of an
 other parallelogram one hundred and twenty feet
 long by forty (40 ft) feet in width the two paral-
 lelograms joining each other with their respective widths
 thereby forming a continuous lot touching both Mar-
 garet and Brauca's Street, to have and to hold the
 same together with the tenements, hereditaments and
 appurtenances thereunto appertaining unto the said
 Thomas J. Sharp or his successor in fee, and the
 said Jesse W. Bryan for himself his heirs & assigns
 covenants to defend the title to the same against
 all persons claiming or to claim the same whatsoever.
 In trust however and upon this express condition that
 if the said Jesse W. Bryan shall make payment of
 the several sums of money intended to be secured by the
 presents as the same may be become due then this ob-
 ligation shall be void. But if the day of payment
 of any one of said notes shall pass and the sum of
 money to be paid or any part thereof remain unpaid
 then the said Thomas J. Sharp or his successor on the

the above described premises to the highest bidder for Cash of
 two giving twenty days notice of the time and place of sale
 by publishing the same in some newspaper in the County
 of Lowndes State of Mississippi; and if at such sale
 the amount bid and realized should be more than
 enough to pay off the amount or amounts then due ^{from} the
 said Jesse H. to the said Jacob H. this excess shall be ap-
 plied by the said Thomas J. or his successor to the payment
 of such sum or sums of money as may be owed by the
 said Jesse H. Bryan to the said Jacob H. Sharp but which
 are not due and payable at the time of sale a discount of
 eight percent ^{per} annum being allowed on all such pay-
 ments whatever surplus may then remain the said
 Thomas J. Sharp or his successor after ~~paying~~ deducting
 the expenses of advertising and sale shall pay over to the
 said Jesse H. Bryan his heirs or assigns.

In ~~witness~~ ^{testimony} whereof we have hereunto set our
 names and affixed our seals this the day and
 date above mentioned
 J. H. Bryan 
 T. J. Sharp 

The State of Mississippi
 Lowndes County Before me George C. Brown Clerk of the
 Probate Court of said County this day personally came
 Jesse H. Bryan and acknowledged that he signed, sealed
 and delivered the foregoing deed on the day and year as
 for the purposes therein expressed as his act and deed.

 Given under my hand and seal of office
 at Columbus this 16th day of September A.D. 1859
 Geo. C. Brown Clerk

The State of Mississippi I Daniel Williams clerk of the Probate
 Court of said County do hereby certify
 that the foregoing deed was deposited in my office for record the 17th
 day of September A.D. 1859 and was duly recorded in Deed Book 112 Bl. pages 624, 629 & 630.



Given under my hand and seal of office at
 Columbus this the 17th day of September A.D. 1859.
 Daniel Williams clerk

30 Apr 1861

32-676

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April 1861 and that the same has been duly recorded in Deed Book N^o 32 Pages 645 & 646.

Seal

GIVEN under my hand and seal of office at Columbus this the 30th day of April A D 1861.

Daniel Williams Clerk
By W H Cook D C

M

Jesse W Bryant & wife
To & Deed
4-30-61
Jacob H. Sharp

This Indenture made and entered into this 30th day of April A D 1861 by and between Jesse W Bryant and his wife Sarah S Bryant of the first part and Jacob H Sharp of the second part. Witnesses etc.


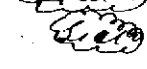
That whereas the said Jacob H. Sharp on the 15th day of September 1859 with his wife Sallie H Sharp made his deed of conveyance to the said Jesse W Bryant for the hereinafter described property in fee simple for the consideration of thirty six hundred and fifty Dollars secured by three promissory notes two for Twelve Hundred Dollars ~~and fifty~~ and due January the first 1861 and the other due the first of Jan'y 1862 and one for Twelve Hundred and fifty Dollars due Jan'y first 1863 each bearing interest from date at 8 per cent per annum and took from the said Bryant a trust deed on said property to secure the punctual payment of the same and whereas the said Bryant made default in the payment of the first of said promissory the others not due and still unpaid, and the said Bryant being unable to make payment for said property and the said Sharp being willing to take said property back and to cancel said notes. Now therefore in consideration of the promises and the further consideration of the said sum of thirty six hundred fifty Dollars cash in hand paid by the said Jacob H Sharp to the said Jesse W Bryant the receipt whereof is hereby acknowledged the said Bryant doth hereby grant bargain and sell and by these presents here granted bargain and sold to the said Jacob H Sharp all that certain piece or parcel of land by and being according to a plan of the Town of Columbus a part of Square number one (1) South of Main Street designated as follows To wit after fixing a point on or near Margaret Street one hundred and forty feet from the north east corner of said Square number one on Margaret and Market Streets corner to run west one hundred and seven & one half (107 1/2) feet fronting

Square 1 South of Main
140' from NE Corner


444
Survey

and parallel with Margaret Street thence to run South two hundred & ten (210) feet towards Francis Street in a continuous width of one hundred and seven and a half feet in the shape of a parallelogram of the length of two hundred and ten feet and breadth of one hundred and seven seven and one half feet. Also after fixing a point on Francis Street two hundred and seven and a half feet from the South east Corner of said Square run by one John Francis and Martha Stuts corner to run forty feet west on and parallel with Francis Street from thence North one hundred & twenty feet towards Margaret Street with a continuous width of forty feet in the shape of an other parallelogram one hundred and twenty feet long by forty feet in width the two parallelograms joining each other with their respective ends thereby forming a continuous lot touching both Margaret and Francis Streets. To have and to hold the above described bargained and sold premises together with all and singular the tenements and appurtenances thereto belonging or in any wise appertaining the said Jacob St Sharp his heirs and assigns forever. And the said parties of the first part for themselves their heirs and assigns by their presents do consent and agree to defend the title to said premises against themselves their heirs ^{and} all and every other persons or persons claiming through or by them whatsoever.

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

J. W. Bryan 
S. S. Bryan 

The State of Mississippi
Lauderdale County COMM Before me Daniel Williams
Clerk of the Probate Court in & for said County. This day
personally came Jesse W. Bryan who 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. And also personally came
S. S. Bryan wife of the said Jesse W. who on a private
examination separate & apart from her husband acknowl-
edged that she signed sealed & delivered the same of her
free will & accord without any fear or compulsion on
the part of her said husband.

Given under my hand and seal of office at
Columbus this the 1st day May 1861.
 Daniel Williams Clerk

Sarah Bryan
Columbia Curtis
2 Oct 1875

certify that the power of attorney hereto attached was received in my office for record, on the 10th day of February, A. D. 1876, at 10 o'clock A. M., and that the same, with the certificate of Acknowledgment thereto, together with this certificate, have been duly recorded in Deed Book No. 51, pages 250 and 251.

Given under my hand and seal of office, at Columbus, this, the 21st day of February, A. D. 1876.

Seal

W. C. Bishop, Clerk.

A

Sarah S. Bryan

The State of Mississippi }
Lowndes County }

To } Deed

Columbia S. Curtis.

This Indenture, made and entered into this second day of October, A. D. Eighteen Hundred and seventy-five, by and between Sarah S. Bryan, of the first part, and Columbia S. Curtis of the second part, both of the County and State aforesaid, Witnesseth: That for and in consideration of the sum of Two

Thousand Dollars, good and lawful money of the United States of America in hand paid, to said party of the first part by said party of the second part, the receipt whereof is acknowledged, said party of the first part hath granted, bargained, sold and conveyed, and by these presents doth grant, bargain, sell and convey unto the said Columbia S. Curtis, party of the second part, her heirs and assigns forever, all and singular, that parcel or lot of land lying and being in the City of Columbus, County of Lowndes and State of Mississippi, known and described in the plan of said City as the East half (E. 1/2) of Square or Block numbered Twelve (12), of Barry's South-East Survey or Addition to the City of Columbus, South of Main Street of said City, containing one and one-quarter of an acre, more or less, together with the improvements and appurtenances thereto belonging or in any wise appertaining, to have and to hold the above granted and described premises, unto the said Columbia S. Curtis, her heirs and assigns forever. And the said Sarah S. Bryan, party of the first part, for herself and her heirs, will forever warrant and defend the above described property, unto the said second party, her heirs and assigns, against all persons whomsoever claiming the same.

In testimony whereof, the said party of the first part, has hereunto set her hand and seal, the day and year first above written.

Sarah S. Bryan, Seal

The State of Mississippi }
Lowndes County }

Before me, W. C. Bishop, Notary Public for said City, this day personally came the above named Sarah S. Bryan, who acknowledged that she signed, sealed and delivered the above deed on the day and year therein mentioned, for the uses, purposes and consideration therein stated, as her act and deed.

Given under my hand and seal of office this 29th day of November, A. D. 1875.

Seal

W. C. Bishop,
Notary Public.

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Bl
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12 of
SE Survey

J. W. Bryan & Sarah S
14 May 1859

v. 318. 622

The State of Mississippi } Daniel Williams clerk of the Probate Court of said County do hereby certify that the
Lauderdale County } Georgia } Seal of Court was deposited in my office for record the 9th day of November
A.D. 1857 and was duly recorded in said Book No. 31 Page 662.



Given under my hand and seal of office at Columbus
the 9th day of November A.D. 1857.
Daniel Williams clerk

1852
A.D. 1857
The State of Mississippi } This day personally appeared before me Lewis Donnell an
Lauderdale County } Justice of the Peace in and for said County the within
named Jesse W. Bryan & Sarah S. Bryan who severally acknowledged that they signed,
sealed and delivered the foregoing bill of sale as their act and deed on the day and year
therein named and for the purposes therein expressed and the said Sarah S. on a private
examination separate and apart from her said husband acknowledged that she did
as her seal deliver the same of her own free will and accord without any fear, threat or
compulsion from her said husband.

In testimony whereof we have hereunto set our hands and
seals this 14th day of May A.D. 1857.

J. W. Bryan Seal
Sarah S. Bryan Seal

The State of Mississippi } This day personally appeared before me Lewis Donnell an
Lauderdale County } Justice of the Peace in and for said County the within
named Jesse W. Bryan & Sarah S. Bryan who severally acknowledged that they signed,
sealed and delivered the foregoing bill of sale as their act and deed on the day and year
therein named and for the purposes therein expressed and the said Sarah S. on a private
examination separate and apart from her said husband acknowledged that she did
as her seal deliver the same of her own free will and accord without any fear, threat or
compulsion from her said husband.

Given under my hand and seal this 14th day of May A.D. 1857

L. Donnell Seal
Justice of the Peace

The State of Mississippi } Daniel Williams clerk of the Probate Court of said County
Lauderdale County } do hereby certify that the foregoing Seal Bill of Sale of was
deposited in my office for record the 4th day of November A.D. 1857 and was
duly recorded in said Book No. 31 Page 662.



Given under my hand and seal of office at
Columbus this the 9th day of November A.D. 1857.
Daniel Williams clerk