

DBSK

Mary E + J H Curtis to Lorraine Street

7 Dec 1882

Mortgage \$800

Satisfied 14 Oct 1886

This Trust Deed has been paid in full and hereby canceled the same
Oct 14 1886 Lorraine Street

for said County, do certify that the foregoing deed was filed for record in my office on the 1st day of Dec 1882 at 1 o'clock P.M. and has been duly recorded in deed book no 56 on pages 627, 628, 629, 630 & 631.

Given under my hand and the seal of said Court at my office this 8th day of Dec 1882
W. C. Bishop Clerk

Mrs M. E. Curtis
& J. H. Curtis
Po} In Trust
Toby W. Johnston
use of
Miss Lorraine Street

The State of Mississippi
Linn County
This Indenture made and entered into by and between Mrs Mary E. Curtis & her husband, J. H. Curtis parties of the first part and Toby W. Johnston party of the second part and Miss Lorraine Street party of the third part.

Witnesseth That whereas the said parties of the first part are justly indebted to the said party of the third part in the sum of Eight Hundred Dollars for money this day borrowed by them from said the party which sum they promise to pay three years after the date hereof with interest annually from the date hereof until said indebtedness is paid at the rate of eight (8) per cent per annum, which indebtedness is evidenced by their promissory note of even date herewith, due three years after date, for said sum of money payable to Miss Lorraine Street or Bearer at the First National Bank of Columbus with interest at the rate of eight (8) per cent per annum from date in paid, the interest due & payable annually.

And whereas said first parties are willing to secure the prompt payment of said principal sum when the same shall fall due as aforesaid as well as the payment of the interest annually as aforesaid. Now therefore In consideration of the premises and the sum of Ten Dollars cash in hand paid to the parties of the first part by said party of the second part at and before the delivery hereof the receipt of which is hereby acknowledged, the said parties of the first part have given, granted, bargained and sold, conveyed and confirmed and by their presents doth give, grant, bargain, sell, convey and confirm unto the said party of the second part his heirs and assigns and unto his successor as hereinafter provided for and to the heirs and assigns of such successor the following described household estate lying, being and situate in the County of Linn and State of Miss

Mississippi City of Columbus, and particularly described as follows to wit, Lot numbered ten (10) in Square numbered five (5) South of Main Street according to the plan of the City of Columbus, being the lot on the South eastern corner of said Square fronting about sixty six (66) feet on Washington Street & running back toward Main Street Northwardly, said property being leasehold property & subject to the payment in advance of an annual lease due to the Trustees of the Franklin Academy on the 1st day of August from the 1st of August A.D. 1821 for ninety nine years & renewable thereafter forever.

To have and to hold said leasehold estate together with all and singular the houses tenements and appurtenances thereon being or hereafter in anywise appertaining unto him the Party of the second part, his heirs and assigns and unto his successor as hereinafter provided for and the heirs and assigns of such successor forever in fee simple forever, subject to the payment of the aforesaid lease.

On Trust nevertheless and this deed is made in express confidence that if the said first parties shall well and truly pay or cause to be paid to the said third Party or to the ^{proper} holder of said note promptly at the expiration of each twelve (12) months from said 7th day of December A.D. 1882 the full amount of the interest accrued on said note and shall well and truly pay or cause to be paid to said third party or the lawful holder of said note the full sum due thereon promptly on the day the same shall fall due according to the effect of said note. And shall in the meantime in all things keep observe and perform the agreements hereinafter mentioned by them to be done and performed, then this deed shall become inoperative and of no further force or effect, and the title to the property herein conveyed shall again rest in said parties of the first part free and discharged from this trust.

But if the sum payable by said first parties shall become due and shall not be promptly paid, or if any default is made in the payment of all accrued interest promptly at the expiration of each twelve (12) months from the date hereof, or if the said first parties shall fail to do and perform any of the things herein undertaken to be done and to be performed by them in or about

event the said Joly W. Johnston party of the second part (or his successor as herein provided for) shall whenever requested by said third party or the lawful holder of said note proceed without delay to sell said property herein conveyed at public outcry to the highest bidder for cash at the Court House door of said County after having first given thirty (30) days notice of the time, place and terms of sale either by publication in any newspaper published in said County of Sounder for said length of time, or by posting written or printed notices in at least three public places in said County. And the said party of the second part (or his successor as the case may be) shall make, execute and deliver to the purchaser or purchasers at such sale a good and sufficient deed of conveyance conveying to him or them the title to said property. And out of the proceeds of such sale said party of the second part (or his successor) shall first defray all expenses of executing this trust and shall then pay to said third party or the lawful holder of said note the full sum of the principal and all interest then accrued and unpaid on said note and the balance of such proceeds shall be paid to said first party. And it is distinctly understood and agreed that said first party will cause all taxes, leases and other charges which may now be due or which may at any time hereafter and before said indebtedness is fully paid become due and payable or chargeable upon said premises or any part thereof to be promptly paid off and discharged as the same shall become payable, and that said first party Mrs. M. E. Curtis husband shall at all times and without any intermission and at their own expense keep the dwelling house on said premises insured against loss by fire for a sum not less than Seven Hundred ^{and fifty} ~~fifty~~ in some good solvent and standard Insurance Company, said Insurance to be payable in case of loss to said party of the third part, and the policy evidencing the same to be deposited with third party and never allowed to lapse or expire. It is further understood and distinctly agreed that if any default is made in the prompt payment of all accrued interest annually as aforesaid or in the prompt payment of all taxes, leases and incumbrances which are now or shall hereafter become a charge on said premises

or if said premises or any part thereof shall be advertised for sale for the non payment of any such taxes, charges or incumbrances, in case any failure shall occur in keeping or maintaining a good and sufficient policy of insurance as aforesaid in the hands of said party of the third part for her benefit as aforesaid, then and in either of said events said party of the third part may declare said debt due and payable, and the whole of said debt shall then and thereby become due and payable, and said trustee shall when requested by the party of the third part or the lawful holder of said note proceed to advertise and sell said property and pay off the whole of said debt principal and accrued interest, in the same manner as if said debt had become due by lapse of time.

It is further understood and agreed, that in case the said Joby W. Johnston party of the second part, should die, be absent, sick or from any cause be unable or unwilling to execute this trust, then and in any such event the party of the third part or the lawful holder of said note may whenever it shall become proper to sell said property according to the terms of this instrument appoint any other person to execute this trust in lieu of said Joby W. Johnston and all the acts of such substituted trustee, and the advertisements, sales, deeds and payments made by him shall be of the same force and efficacy as if done by said Joby W. Johnston. And the said first parties for themselves their heirs, executors and administrators, covenant to warrant and defend the title herein conveyed forever in fee simple subject to said lease, against any and all claims or demands which may be set up or asserted in or against said property or any part thereof by any person or persons whatsoever.

In testimony whereof. The parties of the first part hath hereunto set their hands and seals this the 7th day of December A.D. Eighteen hundred and Eighty two (1882)

M. O. Curtis Seal
J. H. Curtis Seal

And I the said Joby W. Johnston do

agree to execute and perform the same according to the terms of the foregoing instrument. Witness my hand and seal this the 7th day of December AD 1882 Toby W Johnston Auditor (seal)

The State of Mississippi, Linn County. Before me J. H. Stevens, Clerk of the Circuit Court in and for said County, this day personally appeared the within named J. A. Curtis and M. E. Curtis who acknowledged that they signed sealed and delivered the foregoing instrument on the day and year therein mentioned as their voluntary act and deed and for the purposes therein expressed.

(S) Given under my hand and seal of said Court this the 7th day of December AD 1882. J. H. Stevens, Clerk (seal)

The State of Mississippi, Linn County. Before me J. H. Stevens, Circuit Clerk in and for said County, this day personally came the within named M. E. Curtis wife of the said J. A. Curtis who upon being by me examined privately and separate and apart from her said husband on such private examination acknowledged that she signed sealed and delivered said foregoing instrument on the day and year therein mentioned as her voluntary act and deed for the purposes therein expressed freely and voluntarily and without any fear, threat or compulsion of her said husband.

(S) Given under my hand and seal of office this the 7th day of December AD 1882. J. H. Stevens, Clerk (seal)

The State of Mississippi, Linn County. J. W. C. Bishop Clerk of the Chancery Court in and for said County, do certify that the foregoing deed was filed for record in my office on the 7th day of Decr AD 1882 at 4 o'clock P.M. and has been duly recorded in Deed Book No 56 on pages 631, 632, 633, 634 & 635.

(S) Given under my hand and the seal of said Court at my office this the 8th day of Decr AD 1882. J. W. C. Bishop Clerk

10 June 1882

Mary E. Curtis

DB60

The State of Mississippi }
Lauderdale county } J. M. C. Bishop, clerk of the Chancery

Court for said county, do certify that the quit-claim deed hereto attached was received in my office for record, on the 22nd day of May A.D. 1882, at 1 o'clock P. M. and that the same has been duly recorded in Deed Book No 60 pages 53 + 54.

(L.S.) Given under my hand and seal of office, at Columbus, this the 24th day of May A.D. 1882.
W.C. Bishop clerk

Mary E. Curtis
Do Deed
Richard L. Dykes

The State of Mississippi }
Lauderdale county } This indenture,
made this the tenth day of June A.D. 1882,
by and between Mary E. Curtis of the first

part, and Richard L. Dykes, of the second part, both of the county & State aforesaid, Witnesseth: That the said party of the first part, for & in consideration of the sum of fourteen hundred & fifty dollars, paid & to be paid as follows: that is to say, one hundred & fifty dollars to be in hand paid at or before the signing & delivery of these presents, the receipt of which is hereby acknowledged, and thirteen hundred (\$1300.00) dollars to be due & payable on or before the 10th day of September next (1882), and evidenced by the promissory note of the said party of the second part, dated this the 10th day of June, 1882, payable to the said party of the first part, or order, with ten per cent interest from date, to secure the payment of which said promissory note, a lien is hereby reserved upon the property hereinafter conveyed.

Now in consideration of the premises, and the payment of said one hundred & fifty dollars in cash, and the execution & delivery of the said note to the said party of the first part, she has granted, bargained, sold & conveyed, and by these presents, does grant, bargain, sell & convey, unto the said party of the second part, the following land, one town lot, situate, lying & being in the city of Columbus, county of Lauderdale and State of Mississippi, and known and described as Lot numbered three (3) and seventeen (17) feet off of the East end of Lot numbered two (2) running equal depths one hundred & sixty five (165) feet with number three (3) both in Square number five (5). South of Main street in said city making eighty three (83) feet front, and one hundred & sixty five (165) feet deep; the said property being leasehold estate from the Trustees of the Franklin Academy for the unexpired term of ninety nine (99) years from the 1st day of August A.D. 1821, renewable forever, upon the payment of the annual

Lot 3 + 17 feet off the E. Sd of Lot 2 - Square 5 South of Main St. Columbus, being a leasehold for the balance of a 99 year lease from 1 Aug 1821

MARY E. Curtis to Richard L. Dykes for 1450.00 10 JUNE 1882

Vol of purchase Mary - Thirlend & Hendon - within day
paid Aug 12th 1882
by J. M. C. Bishop

things belonging or in any wise appertaining unto him the said Richard L. Dykes, his heirs, executors, administrators and assigns for & during said unexpired term of ninety nine years - upon the conditions aforesaid.

And the said party of the first part, for herself, her heirs, legal representatives & assigns, does hereby expressly covenant & agree to & with the said party of the second part, his heirs, legal representatives & assigns to grant a perpetual easement to him & them in & to the alley, lane or pass-way, on the land of the said party of the first part, leading from St Genevieve street along the Southern boundary of the property of the M. E. Church South, east to the property herein conveyed, with all & every right to use the same as a horse, foot, wagon carriage or other vehicle way, to the proper use & enjoyment of said property. And the said party of the first part for herself, her heirs & legal representatives does hereby covenant with the said Richard L. Dykes, his heirs, legal representatives & assigns, that she the said Mary E. Curtis will forever warrant & defend the title to said land in favor of the said party of the second part his heirs & assigns, against the claim or claims of the said party of the first part, her legal representatives & heirs, and of any & all persons whatsoever.

In witness whereof the said party of the first part has hereunto set her hand & affixed her seal, on the day & year first above written.

M. E. Curtis (seal)

The State of Mississippi }
Lowndes County } Personally appeared before
me Joseph H. Stevens clerk of the Circuit Court for said County
the within named M. E. Curtis who acknowledged that
she signed, sealed and delivered the foregoing annexed
deed on the day and year therein mentioned as her
act and deed, and for the purposes therein expressed.

(L.S.) Given under my hand and seal of office, at Co-
lumbus, this the 10th day of June A.D. 1887.

Joseph H. Stevens Clerk

The State of Mississippi }
Lowndes County } I, W. C. Bishop Clerk of the
Chancery Court for said County, do certify that the Deed
hereto attached was received in my office for record
on the 10th day of June A.D. 1887, at 11 o'clock A. M.
and that the same has been duly recorded in
Deed Book No. 60 pages 54 & 55.

(L.S.) Given under my hand and seal of office,
at Columbus, this the 14th day of June A.D.
1887.

W. C. Bishop Clerk

4/24/1873

The State of Mississippi }
Lauderdale County }

Chancery Court.
April Term, A.D. 1873.

The Estate }
of }
John A. Leurtis }

No 1622

Be it remembered that this day, being a day in said term, came on to be heard the petition of S. M. Tucker & Columbus Leurtis, Admrs & Admors of the Estate of Jno A. Leurtis deceased, for the sale of the said Estate's interest, being one third in the property described in said petition, to wit, the Columbus or Leurtis Hotel, & the Exhibits accompanying, and the answer of the minor heir at law by H. C. Bishop, Guardian ad litem, & her next of kin, living and residing in said County & State, and the answers of the parties in joint interest, James H. & Mary E. Leurtis, and the Court having duly heard & maturely considered the allegations & proofs of the petitioners and other parties interested: whereupon it appearing to the satisfaction of the Court from the proofs and Exhibits aforesaid, submitted, that citations have been issued & executed in the manner & form prescribed by law, & that said petition has lain over the length of time prescribed by law: And the Court being also satisfied upon examination of the Exhibits and proofs aforesaid, that the personal Estate of said intestate is wholly insufficient to pay the debts exhibited and established against him, and that a sale of said property of which he died seized & possessed, and described in said petition, will be necessary to pay and satisfy debts: And it appearing further that said Admr & Admors have entered into bond with Wm D. Humphreys & W B. Bryan as security, in the penalty of Five Thousand Dollars, which is the estimated value of said intestate's interest in the property here ordered to be sold, payable to the State of Mississippi, conditioned that the proceeds of such sale shall be faithfully applied according to law & the decree of this Court, which said bond has been approved

ad by the Court:— It is thereupon ordered, adjudged & decreed, and the Court here doth hereby order, adjudge & decree, that the said L. M. Dicken & Columbia S. Leunis, Adm^r & Adm^{rx} as aforesaid, be & they are hereby directed, and fully authorized to sell at public sale to the highest bidder for cash, the one third interest of said Estate in the property described in petition, as follows, to wit: part of square ten (10) South of Main Street, Subate, lying abeing in the city of Columbus, State and County aforesaid and bounded as follows; on the North, by Washington Street, on the East, by Market Street; on the South, by Lafayette Street, and on the West, by the property of James Jones, etc. 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 thirty three years, from the 1st day of August, A.D. 1821, renewable forever: that said Adm^r & Adm^{rx} give notice of the time, place and terms of said sale by public advertisements one of which they are hereby directed to publish for the space of four consecutive weeks, prior to the day of sale, in the Columbus Index, a newspaper printed & published in said town of Columbus, and three or more thereof to post in three or more public places, in said County, for the space of thirty days previous to the ^{appointed} day of sale; and that they make said sale at public outcry as aforesaid, and between the hours prescribed by the Statute in this behalf, and make a full report of all their proceedings under ^{by}virtue of this decree, to the next succeeding term of this Court after said sale.

Ordered, adjudged & decreed, this the 24th day of April, A.D. 1873.

Theodore C. Syou
Chancellor.

The State of Mississippi }
 Lowndes County. }

This day personally appeared before me George W. Vanhook, Clerk of the Chancery Court of the above county & State, L. M. Tusken, who after being duly sworn, deposes & says, that for the space of four consecutive weeks prior to said day of sale, he posted in ~~four~~ public places in said county, one of which was at the Court House in said county, one at Worralls corner, one at the Post-office & one at the "Columbus Hotel", the property sold, in the town of Columbus. ~~the~~ following notices, of which the following is a copy.

Administrators Sale.

By virtue of a decree & order of the Chancery Court of the County of Lowndes & State of Mississippi, passed & made on the 24th day of April, A.D. 1873, the undersigned Administrator & Administratrix of the Estate of Jno A. Curtis, Dec^d, will sell on, Monday, June 23rd 1873, at the Court House door in said county, at public auction to the highest bidder for cash, the undivided one third interest of their intestate in the following property to wit:

Lots 3, 4, 5, 6,

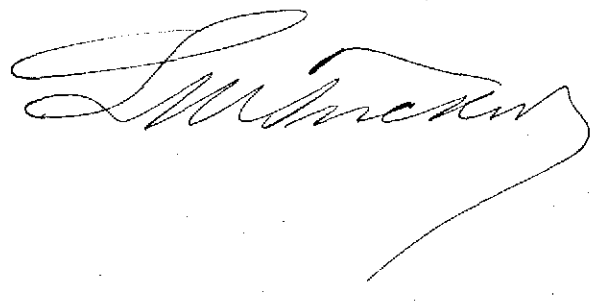
7 & 8, & East parts of Lots 2 & 9, all in square 10, South of Main Street, Columbus Miss, the same being household prop^y.

(By) L. M. Tusken, Administrator.

(By) Columbia L. Curtis, Adm^{ix}.

May 20th 1873.

Sworn to & Subscribed before
 me, this the 15 day of July, A.D.
 1873 Geo. W. Vanhook cl^k
 Bay W. C. Bishop



4/21/1873

The State of Mississippi }
Lowndes County

Chancery Court
April Term, A.D. 1873.

The Estate

of
Jno A. Curtis Decd

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

The joint & separate answers of Jno
B. Bryan & John M. Bryan, who are the two nearest of kin of the minor
defendants herein, Alfluda Curtis, living residing in said County &
State, to the petition of L. M. Tucker & Columbia S. Curtis, Admins &
Adminx of Jno A. Curtis, Decd, or to so much & such parts thereof
as they are advised it is material for them to answer unto, faith.

That the admix the fact that Jno A. Curtis died seized and posses-
sion of one third interest in conjunction with James H. & Mary E.
Curtis, who own the remaining two thirds interest in a piece of
property in Square Ten (10) South of Main Street in the City of Colum-
bus known as the Columbus or Curtis Hotel, & fully described in
the bill. The further admix the fact that the Estate is largely in-
debted, which can only be liquidated by the sale of said property,
& believing said property to be subject to the payment of the
debts of the Estate, deem it for the best interest of all concerned
that the same be sold the proceeds or a sufficiency thereof
be applied accordingly.

And now having fully answered the said petition they pray to be
hence dismissed with their costs

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

J B Bryan

(18) Given under my hand and seal of office at Columbus, this the 3rd day of Decr A.D. 1881 W. C. Bishop Clerk

The State of Mississippi - Lenoir County,
I, W. C. Bishop Clerk of the Chancery Court for said County, do certify that the Deed hereto attached was received in my office for record, on the 3rd day of Decr A.D. 1881, at 90: Clock A.M., and that the same has been duly recorded in Deed Book No 58 Pages 503 & 504,

(15) Given under my hand and seal of office, at Columbus this the 3rd day of December A.D. 1881.
W. C. Bishop Clerk

W. B. Bryan & John A. Snell Coys Deed Miss Elfreda Curtis	The State of Mississippi Lenoir County Knew all men by these presents, that we W. B. Bryan and John A. Snell for and in consideration of the sum of One Thousand and Seventy Dollars, have this day bargained, sold and conveyed and
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by these presents do grant, bargain, sell and convey and confirm and warrant specially unto Miss Elfreda Curtis the following described piece or parcel of land or town lot known as Lot Ten in Square Nineteen South of Main Street in the City of Columbus, County of Lenoir and State of Mississippi for and during the unexpired term of Ninety Nine years from the first day of August A.D. 1821, renewable forever, the same being tenement property from the Trustees of the Franklin Academy. Said Miss Elfreda Curtis paying or causing to be paid the Annual Rent due thereon, on or before the first day of August of each year in advance.

In testimony whereof we have hereunto set our hands and seals this the 2nd day of December A.D. 1881.
W. B. Bryan (Seal)
John A. Snell (Seal)

The State of Mississippi Lenoir County,
Personally appeared before me, W. C. Bishop Clerk of the Chancery Court, for said County, the within named W. B. Bryan & John A. Snell

W. B. Bryan and John A. Snell to Elfreda Curtis 2 Dec 1881
\$1070.00
Lot 10 square 19 south of main St. Columbus for unexpired term of 99 year lease dated 1 Aug 1821

that they signed, sealed and delivered the foregoing annexed Deed on the day and year therein mentioned as their act and deed.

Given under my hand and seal of office at Co. Columbus, this the 3rd day of Decr A.D. 1881
W. C. Bishop Clerk

The State of Mississippi Loundes County,
I W. C. Bishop, Clerk of the Chancery Court for said County, do certify that the Deed hereto attached, was received in my office for record on the 3rd day day of Decr A.D. 1881, at 9 o'clock A.M. and that the same has been duly recorded in Deed Book No 58, pages 504 & 505.

Given under my hand and seal of office at Co. Columbus, this the 3rd day of Decr A.D. 1881.
W. C. Bishop Clerk

X

<p>Nora Lee Smith W. Frederick Smith H. N. Lawrence</p>	<p>This Indenture Witnesseth, That, Nora Lee Smith and W. Frederick Smith her husband and of Vanderburgh County in the State of Indiana convey and warrant to Henry N. Lawrence of Loundes County</p>
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and State of Mississippi for the sum of One Hundred and Sixty Dollars, (the receipt whereof is hereby acknowledged) the following Real Estate in Loundes County in the State of Mississippi to wit: Their undivided $\frac{1}{2}$ interest in the N $\frac{1}{2}$ of N $\frac{1}{2}$ of S E $\frac{1}{4}$ Sec 33, T 17, R 16, East.

√

In Witness Whereof, The said Nora L. Smith and W. Frederick Smith her husband, have hereunto set their hands and seals this 21st day of November A. D. 1881.
W. Frederick Smith (Seal)
Nora L. Smith (Seal)

State of Indiana } before me A. C. Wilkinson a Notary
Vanderburgh County } Public in and for said County, this
25th day of November A. D. 1881 personally
appeared Nora Lee Smith and W. Frederick Smith
her husband and acknowledged the execution of the

14 Jan 1880

James H to Mary E Curtis
\$910 sq 5 50 of main
+ det 2 + 17 ft of lot 3 sq 5 50.

Seeshold
DB 45
p 607

See other books

James H Curtis DEED TO Mrs. Mary E. Curtis

THE STATE OF MISSISSIPPI, COUNTY OF LOWNDES. This Indenture, Made the 14th

day of January A.D. 1880, between James H. Curtis of the first part, and Mrs. Mary E. Curtis of the second part,

Witnesseth: That the said part of the first part, for and in consideration of the sum of Six thousand five Dollars, to him in hand paid by the said part of the second part, the receipt whereof is acknowledged, has granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey to part of the second part, her

heirs and assigns, that certain tract or parcel of Land situated in the County of Lowndes and State of Mississippi, known and described as follows:

Lot Eight (8), Nine (9), & ten (10) in square numbered first, front of Main street in the town of Wilkings, also lot numbered three (3), & seven feet off of the East side of lot numbered two (2) running back equal depth one hundred sixty five feet (165) west lot numbered three (3) both in square number five (5) front of Main street in said town, making eighty three (83) feet and one hundred sixty five (165) feet deep, said property being leased subject to the payment of annual lease on the 1st day of August each year for the Franklin Academy until the 1st day of August 1920 when the same shall be forever

together with appurtenances to said premises belonging, and all estate, title and interest, both at law and in equity, of the first part in the same, to have and to hold the said granted premises, with the appurtenances, unto the party of the second part, her heirs and assigns forever, in fee simple. And the said part of the first part, for his heirs, executors and administrators, do hereby covenant and agree with the said part of the second part, her heirs and assigns, that the said part of the first part shall forever warrant and defend the title to the said premises, unto the part of the second part, her heirs and assigns, against the claim of all persons lawfully claiming the same or any part thereof, except on account of taxes due from and after the 1st day of January A.D. 1880

In Witness Whereof, The said part of the first part has hereunto set his hand and seal the day and year above written,

James H. Curtis (SEAL)

THE STATE OF MISSISSIPPI, LOWNDES COUNTY.

Personally appeared before me, W. C. Bishop, Chancery Clerk of the said County, the within named James H. Curtis 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, this 14 day of January A.D. 1880 W. C. Bishop Clerk (SEAL)

THE STATE OF MISSISSIPPI, LOWNDES COUNTY.

Personally appeared before me, wife of the said who, in a private examination, separate and apart from her husband, acknowledged that she signed, sealed and delivered the foregoing Deed, on the day and year herein mentioned, as her voluntary act and deed, freely, without any fear, threats or compulsion, of her husband.

Given under my hand and seal, this day of A.D. 187 (SEAL)

THE STATE OF MISSISSIPPI, LOWNDES COUNTY.

I, W. C. Bishop, Clerk of the Chancery Court of said County, certify that the foregoing Deed was received here for Record on the 14 day of January A.D. 1880, at 11 o'clock, a. M., and has been duly recorded by me in Deed Book 45 page 607

Given under my hand and official seal at office in Columbus, Miss., this 17 day of January A.D. 1880 W. C. Bishop CLERK, (SEAL)

By D. C.

Montgomery
11. Apr 1879
Lots 8, 9, 10
General SS
Lot 3 + 17 ft of Lot 2
Satisfied 1/29/1880
So of Main St.

The crops to be received by him when gathered & prepared for market & turned over to the said J. M. Leigh, etc. to be sold by them on their usual rates & commissions & the proceeds credited on said indebtedness & the mules stock etc. to be taken possession of by said Smith or agent as aforesaid & sold at the same time and place & on the same conditions as said lands above conveyed, & sold & as above set forth the proceeds appropriated as above set forth for said lands. In Testimony whereof the Parties of the first and second part hereunto set their names & affix their seals this day & year first above written

William Gordon Seal
J. Oppenheimer Seal

The State of Mississippi Personally appeared before me W. C. Bishop, Landon County Clerk of the Chancery Court, for said County, the within named William Gordon & J. Oppenheimer, who acknowledge that they signed, sealed and delivered this foregoing annexed Deed in Trust with Schedule attached, on the day & year therein mentioned, as then set and deed.

(G.D.) Given under my hand and seal of office at Columbus this the 17th day of February A.D. 1879

W. C. Bishop Clerk
My W. C. Bishop Seal

The State of Mississippi J. W. C. Bishop, Clerk of the Landon County Chancery Court for said County, do certify that the Trust Deed hereto attached was received in my office for record, on the 26th day of March A.D. 1879 at 11 o'clock, A.M. & that the same has been duly recorded in Deed Book No. 26 Pages 21, 22, & 23.

(G.D.) Given under my hand & seal of office, at Columbus this the 7th day of April A.D. 1879

W. C. Bishop Clerk
My W. C. Bishop Seal

John's Wife M. E. Curtis,

To & Trust Deed,

Joby W. Johnston Trustee
- J. R. Street -

The State of Mississippi

Landon County

This Indenture, made and entered into this 11th day of April A.D. 1879, by and between J. C. Curtis, his wife, M. E. Curtis of the first part, Joby W. Johnston, as Trustee, of the second part, & J. R. Street, of the third part, Witnesseth: That the first

party, for the consideration hereinafter stated, & for one dollar to him in hand paid by the second party, the receipt whereof is hereby acknowledged, hath bargained, sold & conveyed, & by these presents doth grant, bargain, sell & convey to the said second party, his legal representatives & assigns forever, the following described property, to-wit: Lots Eight (8), Nine (9) & Ten (10) in square numbered five (5) South of Main Street in the Town of Columbus, also Lots numbered three (3) & seventeen feet (17 ft) of the East side of Lot numbered Two (2), running back Equal

I hereby acknowledge full satisfaction on this Trust Deed
this January 23 1888

Having been shown evidence of the payment of the within secured indebtedness
I hereby request of the payment of the within secured indebtedness
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depths one hundred & sixty five 1657 feet with lot numbered
thru 31, both in square numbered five 51 Arch of Main Street in
said town of Columbus. Making eight thru 83 feet front & one
hundred & sixty five feet 1657 deep, all of said property lying, be-
ing & situate in said State & County, being household property, sub-
ject to the payment of an annual lease to the Trustees of the
Franklin Academy, in advance on the 1st day of August,
of each year, until the 1st day of August A.D. 1920, & remain-
able thereafter forever, It being expressly & distinctly agreed
& understood by & between the parties hereto that the said
first parties J. Curtis, & his wife, M. E. Curtis, both of them,
& each of them, for themselves, their heirs & assigns, for the above
stated consideration by them received jointly from said Trustee,
do hereby & herein waive & release & transfer & convey unto said
Trustee & his successors all of their right, title, & interest, jointly
& individually & separately, in & to said property, vested or
inchoate, on account of dower, or homestead exemption, said
property being the present residence of said first parties, together
with all appurtenances to the said premises belonging, or in
anywise appertaining and the said first parties will war-
rant & defend the title in & to the above described prop-
erty to the party of record part his legal representatives, succes-
sor or successors, forever, in fee simple. But this conveyance
is made in Trust for the following purposes only, to wit:
The said first parties are jointly indebted to said third party in
the sum of fifteen hundred & no/100 dollars, (\$1500.00) & secured
by their joint promissory note in writing, of even date herewith,
and twelve months from date, hereof, payable to S.B. Street, or
heirs, for fifteen hundred dollars with interest from the date
hereof until paid at the rate of ten (10) per cent per annum, which
indebtedness the said first parties desire & intend by this deed,
now effectually to secure & make certain the payment thereof,
said first parties further undertake, promise & agree, in consid-
eration of the premises, to keep said premises insured until the
payment of said indebtedness, & all interest that may accrue
thereon, in some reliable & solvent Insurance Company being
an agent, in said town, for the sole benefit & behoof of said
third party in at least, the sum of fifteen hundred dollars,
said Insurance money, in the event of destruction of said
premises, to be due to & collected by said third party, or his
assigns,
Now if the first parties shall pay off & discharge said indebtedness at
maturity, with all interest & the cost & expenses there incurred in
this conveyance & shall continue to keep said premises insured as
of said then this deed is to be entirely void and the said
second party is to take such steps as may be necessary in law
to effectually reconvey said property to the first party, & out of, & for
shall be made in payment thereof, or if they shall fail to keep said
premises insured as aforesaid, the second party, or Trustee, aforesaid,

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after having given thirty (30) days' notice of the time, place & terms of sale, by posting notices thereof in at least three public places in the County, one of which, shall be at the Court-house door of the County, & the other two places to be selected by said Trustee, his successor or successors, shall proceed to sell said property at auction to the highest bidder, for cash, at Court-house door of said County, or if there shall be no Court-house then in front of the Gilmer Hotel in said Town, and out of the proceeds shall first pay all just costs & expenses, then pay to said third party, his legal representatives or assigns, the full amount of the same, with all interest that may have accrued thereon, & the balance, if any, pay to the first party. And until default shall be made, said property shall be held & possessed by the said third party, & in the event of sale pursuant hereto, the second party shall make to the purchaser or purchasers as good & valid title to said property as the first party could now make. In the event of the death, resignation, removal or refusal to act, or of the inability or unwillingness to act, of the said Joby W. Johnston Trustee, or of any future Trustee, or so often as the same may occur, the said party of the third part, his legal representatives or assigns shall have the power to appoint a Trustee in the place of the one so dying, resigning, removing or refusing to act, or becoming unable or unfit to act, & all the rights, power & authority herein granted to & vested in the said Trustee shall be thereby vested in the Trustee so appointed.

In witness whereof, the said parties hereunto set hands and seals and first herein written.

J. H. Curtis Seal
 M. E. Curtis Seal
 Joby W. Johnston Seal
 Trustee

The State of Mississippi }
 Linn County } Personally appeared before me, W. C. Bishop, Clerk of the Chancery Court, for said County, the within named J. H. Curtis & his wife M. E. Curtis who severally acknowledged that they signed, sealed & delivered the foregoing annexed Trust Deed, on the days & years therein mentioned, as their act & deed; & the said M. E. Curtis wife of the said J. H. Curtis on a private examination, apart from her husband, acknowledged that she signed, sealed & delivered the same, as her voluntary act & deed, freely, without any, fears, threats, or compulsion of her said husband, at 4 o'clock P. M., (L.S.) Given under my hand & seal of office, at Columbus, this the 11th day of April A.D. 1879. W. C. Bishop, Clerk

My J. H. Bishop J. D. C.

The State of Mississippi }
 Linn County } I, W. C. Bishop, Clerk of the Chancery Court for said County, do hereby certify that the Trust Deed here attached was received in my office, for record, on the 11th day of April A.D. 1879, at 4 o'clock, P. M.; & that the same has been duly recorded in Deed Book No. 86, Pages 23, 24, & 25. (L.S.) Given under my hand & seal of office, at Columbus, this the 24th day of April A.D. 1879. W. C. Bishop, Clerk