

27 Dec 1851

DB 26 p 42

419

419
No 368

A. J. Morse
vs
J. M. Collins

The State of Mississippi
Sourde County

This Indenture made and entered into between Ague J. Morse and his wife Grace H. Morse of the first part and James M. Collins of the second part Witnesseth that the party of the first part for and in consideration of two hundred and fifty Dollars in hand paid the receipt of which is here by acknowledged agree to sell and by these presents hereby sell and convey to the party of the second part the following lots of lands in the town of Boston in State County aforesaid to wit the whole of square No fifteen also the West half of lot No five in square No seven together with the tenements and appurtenances thereto ~~belonging~~ attached To have and to hold the party of the second part their heirs and assigns - against the party of the first part their heirs and assigns or against any one else. Claiming the same In testimony we hereby set our hands and seals this 27th day of September 1851

Ague J. Morse (Seal)
Grace H. Morse (Seal)

The State of Mississippi
Sourde County

Before me R. W. Wiley an acting Justice of the Peace in and for said County personally came A. J. Morse who acknowledged that he signed sealed and delivered within deed on the day & date thereof for the purposes therein expressed Also personally came Grace H. Morse wife of A. J. Morse who being Examined separate and part from her husband acknowledged that she signed sealed and delivered the within deed on the day and date thereof of her own free will without any force threats or compulsion of her said husband whosoever Given under my hand and seal this the 12th day of September 1851

R. W. Wiley (Seal)
Justice of the Peace

The State of Mississippi
Sourde County

I Daniel Williams Clerk of the Probate Court of said County do certify that the within deed was deposited in my office for record the 15th day of March A. D. 1852 and that the same has been duly recorded in deed book No 26 page 419 - Given under my hand and seal of said Court at Columbus the 15th day of March A. D. 1852

Daniel Williams Clerk

No 369

J. H. & M. J. Curtis
vs
Miles Johnson

Sourde County
State of Mississippi

This Indenture made this the twenty seventh day of December Eighteen hundred and fifty one between James H. Curtis and Mary H. Curtis his wife of the first part and Miles Johnson of the second part Witnesseth

614 892

L
lay

The sum of of one thousand & thirty three Dollars to them in hand paid
at & before the signing and delivering of these presents the receipt of
which is hereby acknowledged have given granted and by these presents
do give grant sell & convey to the party of the second part his heirs Executors
and assigns forever a certain tract or parcel of land lying and being in
the County of Linn and State of Mississippi the same being known as
Lots number 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10 of Square Number 6 in the plan of the
Town of Boston containing three acres more or less to have & to hold
to the party of the second part his heirs and assigns forever to get them
with all & singular the right title hereditaments and appurtenances
thereto belonging The parties of the first part herein shewly covenant
to warrant & defend the title to the same to the party of the second part
his heirs & assigns forever against the claim of all persons whatsoever
in witness whereof the parties of the first part have hereunto set their
hands & seals this the day & date above written

James H. Curtis (Seal)
Mary F. Curtis (Seal)

The State of Mississippi
Linn County

Before me D. W. Wiley, an acting Justice of the
Peace in and for said County personally came James H. Curtis who acknow-
ledged that he signed sealed and delivered the within deed as his act and deed
for the purposes therein expressed Also personally came Mary F.
Curtis wife of James H. Curtis who being examined separate and a
part from her husband acknowledged that she signed sealed and
delivered the within Deed as her own voluntary act and deed
withouts any fear threat or compulsion from her husband whatsoever
Given under my hand and seal this the 9th day of January 1852

D. W. Wiley (Seal)
Justice of the Peace

The State of Mississippi
Linn County

I Daniel Williams Clerk of the Probate Court
of said County do certify that the foregoing deed was deposited in
my office for record the 15th day of March A.D. 1852 and that the
same has been duly recorded in deed book No 26 pages 419 & 420
Given under my hand and seal of said Court at Columbus the
19th day of March A.D. 1852 - Daniel Williams, Clerk.

1852

W. A. Sucker }
Do? Deed

Jesse Caldwell } This indenture made and entered into the twenty
ninth day of December in the year of our Lord
one thousand eight hundred and forty seven
Between W. A. Sucker and M. Sucker his wife of the first
part and Jesse Caldwell of the second part all of the County of
the low Linn and State of Mississippi Witnesseth that the said
W. A. Sucker and M. Sucker his wife parties of the first part
for and in consideration of the sum of three hundred and
sixty Dollars to them in hand paid by the said Jesse Caldwell
party of the second part the receipt and payment whereof are

18370

Mary F Curtis
22 Sept 1851
DB 26 p 416

day of March A.D. 1851 and that the same has been duly
recorded in said book at page 416 & 417
Given under my hand and seal of said Court at Columbus
the 18th day of March A.D. 1851

Daniel Williams, Clerk

M. S. Bennett

State of Mississippi
Linn County
I, the undersigned, do hereby certify that the
of the first part for and the consideration of the sum of thirty
Dollars to him in hand paid at and before my hand and seal
these present the receipt of which I hereby acknowledge and
granted and by these presents both give and grant full and complete
the party of the second part her heirs assigns and assigns forever
certain tract or parcels of land lying and being in the County of
and State of Mississippi the same being known as Lots No. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10,
of Section No. 6, in the plan of the town of Boston containing
three acres more or less to have and to hold to the party of the
part her heirs & assigns forever together with all and singular the
right title incidents and appurtenances thereto belonging
The party of the first part as limited as before stated do hereby
warrant and defend the title of the same to the party of
the second part her heirs assigns forever against the claims of the
party of the first part and all persons claiming through her
such parties whatsoever in writing whereof the party of the first
part has heretofore set his hand and seal this 18th day and date above
written

M. S. Bennett

Trustee for the Boston Land

Before me Daniel Williams Clerk of the
Probate Court of said County personally came M. S. Bennett
acknowledged that he had signed and delivered the foregoing
in the capacity and manner as his act and deed

Given under my hand and seal of said Court at Columbus the 18th
day of March A.D. 1851

Daniel Williams, Clerk

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 18th day of March A.D. 1851 and that
the same has been duly recorded in said book at page 416 & 417

Given under my hand and seal of said Court
at Columbus the 18th day of March A.D. 1851

Daniel Williams, Clerk

258 174

Mary F Curtis
9 March 1850

The State of Mississippi }
 Lomax County } Before me Dan Williams Clerk of the
 Probate Court in and for said County this day personally came
 Thomas Bell (one of the firm of Tho. Bell & Co) and acknowledged
 that they signed sealed and delivered the abov and foregoing receipt
 on the day and year and for the purposes therein expressed as their act
 and deed
 Given under my hand and Seal of said Court at Columbus
 this 19th day of March 1850 -
 D. Williams Clerk
 By W. F. Catlett & Co.

The State of Mississippi }
 Lomax County } I, D. Williams Clerk of the Probate Court for said
 County do hereby Certify that the foregoing receipt was deposited in
 my Office for record on the 19th day of March 1850 and that
 the same together with the Certificate have been duly recorded
 in my Office in Deed Book No 25 pages 173 & 174.
 Given under my hand and seal of said Court this
 19th day of March 1850.
 D. Williams Clerk
 By W. F. Catlett & Co.

N. 132 }
 Mary F. Curtis }
 Schedule of property } The State of Mississippi }
 } Lomax County } The following is a Schedule
 of the property belonging to Mary F. Curtis wife of
 James H. Curtis - to-wit: One negro woman named Eliza usually called
 Virlett about Eighteen years of age and her child an Infant girl about
 three months of age - Said negro and the separate property of the said
 Mary F. Curtis - this the Ninth of March A.D. 1850.

The State of Mississippi }
 Lomax County } I, Dan Williams Clerk of the Probate Court
 for said County do hereby Certify that the foregoing Schedule was
 deposited in my Office for record on the 9th day of March 1850
 and that the same with the Certificate has been duly recorded in my
 Office in Deed Book No 25 pages 174
 Given under my hand and Seal of said Court this
 20th day of March 1850 -
 D. Williams Clerk
 By W. F. Catlett & Co.

175 etc

175

Expressed as his act and deed



Given under my hand and Seal of Office
at Columbus the 2nd day of January AD 1850
Daniel Williams Clerk

The State of Mississippi
Lomades County
of the Probate Court in and for said County do hereby certify
that the foregoing Bill of Sale was deposited in my office
for Record on the 2nd day of January 1850 and the
same with the Certificate have been duly Recorded in my
Office in Deed Book No 25 pages 37 & 38

\$1.25



Given under my hand and Seal of
Office at Columbus the 15th day of
January AD 1850
Daniel Williams Clerk

Schedule of Property
belonging to

31

Mary F Curtis

The State of Mississippi
Lomades County
The following is a schedule of property
belonging to Mary F Curtis wife
of James H. Curtis to wit

One Negro girl named Nancy about fourteen years old
and one named Selvy about ten years old said Negroes are
the separate property of said Mary F Curtis This the second
day of January AD 1850

The State of Mississippi
Lomades County
I Daniel Williams Clerk of the
Probate Court in and for said County do hereby certify that
the foregoing schedule was deposited in my office for Record on
the 2nd day of January 1850 and the same with the
Certificate have been duly Recorded in my office in Deed
Book No 25 page 38

\$1.00



Given under my hand and Seal of office
at Columbus the 15th day of January AD 1850
Daniel Williams Clerk

Thomas Christian
vs
James Mallory

32

10-28-44
Whereas on the 28th day of October
AD 1844 Thomas Christian of
Lomades County Mississippi sold
to James Mallory a certain lot
hereinafter described for the sum of
Three hundred & fifty Dollars to be paid
by instalments & gave the said Mallory a bond to make a
title to the same upon payment of the purchase money and

JH Curtis
2 Nov 1847

23.8 332

signed, sealed and delivered the foregoing deed on the day and year date
thereof at this act and deed for the purposes therein expressed



Given under my hand and seal of said court at Columbus
the 24 day of December 1847
Daniel Williams Clerk

The State of Mississippi

Lowndes County I Daniel Williams Clerk of the Probate
court in and for said County do hereby certify that the foregoing
deed was deposited in my office for record on the 24 day of December
1847 and the same with the certificate of acknowledgment and this certifi-
cate have been duly recorded in my office in Deed Book No 23 Page 154 & 157
Witness my hand and seal of office
at Columbus the 24 day of December 1847
Daniel Williams Clerk

\$ 1.50

Starkey Sharp's Wife

1110

To I Deed
This Indenture made 2^d day of
November in the year of our Lord
Eighteen hundred & forty seven
between Starkey Sharp & his wife
Mary Eleanor Sharp of the first part & of the state of North
Carolina Hertford County and James H Curtis of the second
part of the state of Mississippi Lowndes County. Witnesseth the
party of the first part for and in consideration of the sum
of Five hundred Dollars in hand paid by the party of the
second part, It is hereby acknowledged that the party of the
first part hath bargained & sold and by their presents doth
bargain & sell unto the said party of the second part his
heirs and assigns forever the south East 1/4 of North west 1/4
Lot No five West 1/2 of North East 1/2 West 1/2 North west 1/4 and the
North East quarter of North west 1/2 of section One; and Lot
No one containing Eighty five acres in section two in
Township seventeen (17) Range Nineteen (19) west containing
four hundred acres more or less, according to survey at the
Land office Columbus Missi. together with all & singular the
hereditaments and appertinances thereunto belonging or in
any way appertaining thereto and all the Cists, Title, Rights, Inter-
claim or demand whatever of the said party of the first
part either in Law or Equity of in and to the above bargain-
ed premises of every part and parcel thereof to have and
to hold to the said party of the second part his heirs and
assigns forever against all legal claims of whatever descri-
ption Given under their hands & seals the day & year above
written
Starkey Sharp Esq
Mary E Sharp Esq

Relinquishment of Dower

I Know ye that I Mary Eleanor
Sharp Wife of Starkey Sharp do hereby of my own free will and
accord and without the compulsion on the part of my husband
forever relinquish unto the said James H Curtis his heirs
and assigns all my right title and interest to the within

described land and premises on any land sold by my said husband to the said parties as witness whereof I have hereunto set my hand and seal this 2nd of November 1847

Mary C Sharp

State of North Carolina }
Hertford County } Personally came before me Daniel
Valentino & Jacob Sharp two of the Justices of the Peace in
and for the County and State aforesaid Starkey Sharp and
his wife Mary C Sharp who acknowledges the execution of the
within Deed and Relinquishment of Power. M C Sharp
being examined separately and apart from her husband and
sworn free from any compulsion on his part. Given under
our hands and seals this 2nd of November A D 1847

Daniel Valentino J.P.
Jacob Sharp J.P.

State of North Carolina }
I Lewis M Cooper Clerk of the Court of pleas
and Quarter Sessions of Hertford County do hereby certify that
Daniel Valentino & Jacob Sharp before whom the above acknowl-
edgement by Starkey Sharp and Mary C Sharp his wife was
made are acting Justices of the Peace for the County
of Hertford duly commissioned and qualified

LS

In testimony whereof I have hereunto
subscribed my name and affixed the seal
of my office at Winton this 11th day of
November Anno Domini 1847

L. M. Cooper, Clerk

The State of Mississippi }
Lauderdale County } I Daniel Williams Clerk of the Probate
Court in and for said County do hereby certify that the foregoing
Deed was deposited in my office for record on the 2nd of December
1847 and the same with the certificate of attestation
and this certificate have been duly recorded in my office in
Deed Book No 23 pages 332 & 333

Given under my hand and seal of
office at Columbus this 3rd day of January
A D 1848 Daniel Williams Clerk

Fee \$ 1.00

James A Curtis

1111

To }
} Deed

Starkey Sharp

State of Mississippi }
Lauderdale County }

This Indenture made and entered into
this 28th day of December one thousand eight
hundred and forty seven between James

A Curtis of the County and State aforesaid of the first part and
Thomas J Sharp of the same County and State of the second
part and Starkey Sharp of Hertford County and State of North Carolina
of the third part "Witnesseth" that whereas the said party of the
first part is indebted to the party of the third part to the amount
of one thousand dollars to be paid in three several payments
to wit "one note for the sum of three hundred and thirty
three dollars and 33/100 payable on the 1st January 1849;

reacquired and sold conveyed and assigned until the party of the second part, his heirs, executors Administrators or assigns, the following described property to wit "The South East 1/4 of North west 1/4 lot No 5" give, West 1/2 half of North East 1/4 quarter, West 1/2 half of North west 1/4 quarter, North east 1/4 quarter of North West 1/4 quarter of section (1) one, and lot No (1) one containing eighty five acres in section 2 two all in township (17) Mountain Range (19) minutes west containing four hundred acres more or less according to the survey at the Land office Columbus Mississippi

Provided, the party of the first part may remain in possession of said Land in trust and Confidence, and if the said party of the first part shall pay off and discharge the said notes as specified on or before they respectively become due - this indenture with all its effect shall be deemed null and void and the specified property aforesaid revert to the said party of the first part his, heirs, executors, administrators, or assigns, But if the party of the first part or his legal representatives shall make default and neglect to pay off and discharge the said notes as they respectively become due, The party of the second part or his legal representatives upon the request of the party of the third part or his representatives shall proceed to sell publicly for Cash at the Court house in the town of Columbus Mississippi the property aforesaid described, first having advertised the sale of the same at three public places in the County of Wounded for the space of ten days and pay over to the party of the third part such balance as may be due and unpaid and should a sale be necessary by any default before the last note becomes due the party of the second part shall sell for the whole amount due and pay the same to the said party of the third part,

days

Given under our hands and seals hereunto affixed, this the day and year first above written

State of Mississippi }
Wounded County SS } Personally appeared before me the Trust of Justice Esquires in justice of the Peace of the said County the above named James H. Charles who acknowledged that he signed and delivered the foregoing deed of trust on the day and year therein mentioned as his act and deed Given under my hand and seal this 28th day of November A.D. 1847

James H. Charles
J. J. Sharp
J. C. Tucker
Justice of the Peace

I Daniel Williams Clerk of the Probate court in and for the County of Wounded do hereby certify that the foregoing deed was deposited in my office for record on the 28th day of November 1847 and the same with the certificate of acknowledgment and this certificate have been duly recorded in my office in Book No. 2 pages 333 & 334 Given under my hand and seal of office at Columbus this 3rd day of January 1848 Daniel Williams

State of Mississippi
Lowndes County
I Daniel Williams Clerk of the Probate Court
for said County do hereby certify that the foregoing deed was deposited in
my office for record on the 17th day of (March 1847) and the same with this certificate has
been recorded in my office in deed book No 23 pages 118 13
Given under my hand and seal of office at Columbus
18th day of March A.D. 1847
Daniel Williams Clerk

State of Mississippi
Lowndes County
Know all men by these presents that I John
McCann of state and county aforesaid for and
in consideration of the sum of One hundred and
fifty dollars in hand paid have sold and by
these presents do hereby bargain grant sell and
convey to James H. Curtis of County and state aforesaid two lots in the town
of Colbert known as lots No three and four in block No fourteen in the
plan of said town to have and to hold to the said James H. Curtis his
heirs executors administrators or assigns against myself my heirs
administrators executors or assigns or any one else claiming the same
be witness whereof I have set my hand & seal this 12th Dec 1846
John McCann

State of Mississippi
Lowndes County
Personally came before me Agor T. Moore
an ex officio Justice of the Peace for said County John McCann
who acknowledged he signed sealed and delivered the above said
for the purposes therein expressed Dec 12 1846
Agor T. Moore
Ex officio Justice of the Peace

State of Mississippi
Lowndes County
Know all men by these presents that I Sophie
McCann wife of the within named John McCann for and in consideration
of the sum of One dollar to me in hand paid do hereby bargain sell and convey
to James H. Curtis (the within named) all my right and title to dower or what
right that might hereafter occur to me as such In witness whereof I have set
my hand & seal this 12th Dec 1846
Sophie McCann

State of Mississippi
Lowndes County
Personally appeared before me the above named Sop
McCann the wife of the within named John McCann who on being examined
separately and apart from her said husband acknowledged that she signed sealed
delivered the above relinquishment of dower of her own free will and accord without
and without any fear or threat from her said husband this 12th Dec 1846
Agor T. Moore
Ex officio Justice of the Peace

State of Mississippi
Lowndes County
I Daniel Williams Clerk of the Probate Court in
said County do hereby certify that the foregoing deed was deposited in
my office for record on the 18th day of March 1847 and the same with this certificate has
been recorded in my office in deed book No 23 pages 118 13

17 Dec

Henry Fernandez
James H Curtis - Mary
Willis Pope Jr. - Sarah
Madison Johnson - Cordyge
Mrs Sarah Fernandez
John F. Trustee

James H + Mary Curtis
17 Dec 1845
20 Dec 1845

6217
6218
6219
6220
6221
6222

v 2285

no 106

Henry Fernandez & others
Trustees
Sarah Fernandez

The State of Mississippi Lowndes County
This Indenture made and entered into this
seventeenth day of December A. D. one thousand
eight hundred and forty five Between Messrs

Fernandez James H Curtis and his wife Mary Curtis, Willis Pope junior and his wife Sarah Pope of said County and State and Madison Johnson and his wife Cordyge Johnson of the State of Alabama all parties of the first part Mrs Sarah Fernandez (Trustee) of the second part and John Fernandez of said County and State of the third part and last part. Witnesseth that for and in consideration of the love and affection which the said parties of the first part have towards the said party of the third part for a sum certain and for divers other good causes and consideration and also for the further consideration of the sum of ten dollars paid the said party of the first part by the said party of the second part the receipt whereof is hereby acknowledged the said parties of the first part have given granted bargain sold and conveyed and by these presents doth give grant bargain sell and convey unto the said party of the second part her heirs and assigns forever the following described property to wit an undivided one third in trust in the following described land lying and being in said County of Lowndes to wit Section thirty one the West half of North West quarter of Section thirty two the South half of the East half of South West quarter of Section thirty township twenty Range seven town West the South half of North East quarter of Section thirty six township seven Range eighteen West also the following slaves together with their future increase Factory aged about (40) Sally (25) Nelson (10) Isaac (5) Ann (2) Paul (1) Peter (35) Glany (25) Manah (4) Bob (14) Patsy (34) also an undivided one third in trust in eleven horses twenty four head sheep twelve head of Cattle and a lot of farming utensils To have and to hold the said above described one third interest in said above described land together with the aforesaid slaves and the future increase and all the other personal property hereby conveyed together with the rents of the lands aforesaid conveyed the hire of the slaves their profits and increase of the same and the other personal property hereby conveyed heretofore accruing unto the said party of the second part her heirs and assigns forever the following Trust ~~Trust~~ First upon the trust that said party of the second part shall retain Pope and Kemp the possession of the whole of the above described property and receive and collect the hire and their profits and increase of all and singular the above described property and apply said rents and profits hire and increase to the payment of two certain writings obligatory each drawn for the sum of eleven hundred and eighty one dollars born to one cent on a day payable twelve and the other twenty four months after to date to New Boyce each drawn by said party of the third part and signed by said parties of the first part as his written writings obligatory bearing date December 2 1845. And upon this further Trust that if said New Boyce should at any time hereafter enforce the payments of said writings obligatory from said parties of the first part the sureties of the said party of the third part then it shall be lawful and the power is hereby given to said party of the second part to sell said property aforesaid so much thereof as shall be sufficient to pay off and discharge the amount which said sureties may have paid said party of the second part having first advertised the true place of sale for six months in some newspaper in the town of Blount and if the proceeds of said sale said party of the second shall reimburse the said parties of the first part the amount which they respectively may have paid said New Boyce as the sureties of said party of the third part And upon this further Trust that if

10 5000
7
31
32
7-17 yr
1836
17-18 yr

The 26th day of December 1845

Daniel Williams Clerk

The State of Alabama
 Green County
 Personally appeared before me Thomas Canfield an acting Justice of the peace in & for said County, Madison Johnston and Caroline A Johnston his wife who acknowledged that they signed sealed and delivered the within deed on the date of this Certificate for the purposes therein expressed as their act and deed, and the said Caroline A Johnston wife of the said Madison Johnston being privately examined me separate and apart from her husband, acknowledged that she signed sealed and delivered the said deed fully and voluntarily without any fear threats or compulsion of her said husband. Given under my hand and seal this fifth day of January 1846

Thos. Canfield J.P. (Seal)

The State of Alabama
 Green County
 I Attorney R Davis Clerk of the County Court of said County do hereby certify that Thomas Canfield whose signature is affixed to the above certificate bearing date the fifth day of January inst. now is and was at the time of giving and signing the same an acting Justice of the peace in & for said County of Green, duly commissioned and qualified, that full faith and credit are due and should be given to all his official acts as such.



In testimony whereof I have hereunto set my hand and affixed my seal of office at Eufaula this sixteenth day of January A.D. 1846. Attest

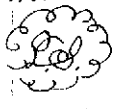
A. R. Davis Clerk

The State of Alabama
 Green County
 I Sydenham Moore Judge of the County Court of said County do hereby certify that Attorney R Davis whose name is affixed to the above certificate is Clerk of the County Court of Green County of & over said County and qualified, that full faith and credit are due to all of his official acts as such, and that his said certificate & attestation are in due form of law and the signature and seal genuine. Given under my hand and seal this 13th day of January A.D. 1846

Sydenham Moore (Seal)
 Judge

The State of Mississippi
 Lowndes County
 I Daniel Williams Clerk of Probates for said County do hereby certify that the foregoing deed was deposited in my office for record on the 17th day of January A.D. 1846 and that the same with the several foregoing certificates of acknowledgment and attestation and this Certificate have been duly recorded in my office in Book No. 22 pages 5, 6, 87. Given under my hand and seal of office at Columbus this 21st day of January A.D. 1846

Daniel Williams
 Clerk



No. 107

James H. Curtis and wife
 To Trust Deed
 Henry Harmandis

This indenture made and entered into this twentieth day of December A.D. one thousand eight hundred and forty five between James H. Curtis and Mary H. Curtis his wife of said County and State of the first part and Henry Harmandis of said County and State of the second part and New Boyce of the third and last part Witnesseth that whereas the said James H. Curtis is indebted to the said party of the third part by two writings obligatory drawn by the said James H. Curtis with Will Pope junior John Harmandis and Henry Harmandis as his sureties the each of said writings obligatory drawn for the sum of eleven hundred and eighty one dollar

and 1/100 each, bearing even date with this instrument each made payable to said party
 of the third part at the counting room of Crawford & Conroy Mobile Alabama,
 one made payable Twelve months after date with interest from the 18th of July 1845,
 the other made payable twenty four months after date with interest from the
 18th of July 1845. And whereas the herein after described property is the separate
 property of the said Mary Hebert's wife of the said James Hebert's acquired under
 and by virtue of an act of the Legislature of the State of Alabama generally
 known as the women's law to wit the following slaves for life, to wit, Wemy and
 Patience, and an undivided two sixths of the following described land situated
 and being in the county of Oktobah, to wit, West half North East quarter and North
 West quarter and West half of South East quarter & South West quarter of Section 20
 Township 17 Range 14 and North East quarter Section 19 Township 17 Range 14 & North half
 Section (28) Township 17 Range 14, East half of North East quarter & North West quarter of
 Section (29) Township 17 Range (14) and West half of North West quarter Section (27)
 Township (17) Range (14) & North East quarter Section 19 Township (17) Range (14) also
 two sure notes executed by Madison Johnston with William Johnston as his
 security, each for two hundred and thirty six 5/100 dollars both payable at
 the counting room of Crawford & Conroy Mobile Ala. with interest from 18th
 July 1845, one made payable Twelve months and the other twenty four months
 after the date thereof, said notes bearing date _____ also a note
 drawn by Henry Hammonds with Mrs Sarah Hammonds as his security for the sum
 of five hundred and twenty five dollars bearing date December 12th 1845 due one
 day after date, also one sixth of the proceeds of the amount of the proceeds arising
 from the sale of the Estate of James Hammonds deceased and also in her separate
 right to an interest in the following slaves for life to wit, Tom, Rebecca, Ned
 Judy and Joshua settled and conveyed to her by deed of Record. And whereas
 the said James Hebert being entitled to the profits arising from and out of the
 above described property and whereas the considerations of said writings obligating
 above executed and described was for an indebtedness due from the Estate
 of said James Hammonds dec'd to the said party of the third part and for
 the satisfaction of which said above described property acquired by the said
 Mary Hebert as aforesaid was liable and whereas said writings obligating
 executed by said James Hebert as aforesaid was upon said consideration.
 The said Hebert having assumed to pay the same by and with the consent
 of the party of the third part, and whereas the said parties of the first part are
 desirous to secure to the said party of the third part the punctual payment of
 said ^{writings obligating} executed by the said party of the ~~second~~ party of the second part as aforesaid
 to the said party of the third part. Now this indenture further witnesseth
 that for and in consideration of the premises and the further consideration of
 Ten dollars to the said party of the first part paid by the said party of the second
 part the receipt whereof is hereby acknowledged the said parties of the first ^{party} have
 conveyed bargained and delivered and by these presents doth bargain
 and convey unto the said party of the second part his heirs and assigns
 all right title and interest in to the following described land, to wit
 North West quarter & North West quarter & West half South East quarter and South
 West quarter of Section Twenty Township (17) Range (14) the North East quarter and the South
 West quarter of Section (29) Township (17) Range (14) East half of North East quarter and the
 West half of Section (29) Township (17) Range (14) the North half of Section (28) Town
 ship (17) Range (14) and the West half of North West quarter of Section (27) Township (17)

8 dec 1

v2289

...in witness whereof the said parties of the second part shall permit the said party of the first part to retain the peaceable possession of said above described property, until the ^{12th} day of December A.D. 1849, and from that present time until said ^{12th} day of December A.D. 1849 receive and apply the rents of the negroes and the profits and proceeds from the other property arising in payment of said ^{12th} day of December A.D. 1849 heretofore secured to the said party of the third part, if the profits here and proceeds arising from said property shall be sufficient at the expiration of four years from this date to liquidate and fully pay off and discharge said notes secured by said parties of the first part to said New Boyce the party of the third part together with all interest that may then be due on the same or if said proceeds here and profits shall not be faithfully applied to the payment of said above described writings obligating hereby secured to the party of the third part or if applied if they are not sufficient to pay the same or if in fact said writings obligating by any reason or casualty are not paid by said 12th day of December A.D. 1849 then it shall be lawful to or the said party of the second part to proceed to sell said above described property or so much thereof as shall be sufficient to pay off and discharge said above described writings obligating together with all interest that may then be due on the same and from the proceeds arising from said sale fully pay off and discharge said writings obligating said party of the second part having first advertised the time and place of sale for six months in some public newspaper in the town of Columbus published and by notice stuck up in three public places in said county it being understood and agreed that the said slaves are first to be sold and if the proceeds arising from them are insufficient to pay said debt then said land above described, for if at any time within four years from the date of this instrument an opportunity is presented for selling said above described land and the parties of the first part will apply the proceeds arising from the sale of the same or so much as shall be sufficient to satisfy and pay off said writings obligating hereby secured then it is agreed that said land shall be released from the lien of this deed in full but the hire, and the taxes on the other property conveyed to the said party of the second to be retained and enforced until the proceeds arising from the sale of said land shall be sufficient and likewise shall be applied in full payment and discharge of said writings obligating. It is further understood and agreed to by and between the parties to these presents that if said James H. Curtis one of the parties of the first part shall pay or cause to be paid to said party of the third part on or by the said 12th day of December A.D. 1849 said writings obligating together with all interest that may be due on the same then this instrument to be null and void otherwise to remain in full force and effect, by witness whereof the parties to these presents have hereunto set their hands and affixed their seals this 10th day and year first above written.

Signed sealed and delivered in presence of
 L. D. Cunningham
 Daniel Williams

James H. Curtis
 Mary F. Curtis
 Henry F. Saunders

The State of Mississippi Before me Daniel Williams Clerk of Probate Court in Lowndes County and for said County this day personally came James H. Curtis Mary F. Curtis and Henry F. Saunders whose names are subscribed to the foregoing deed and acknowledge that they severally signed sealed and delivered said the foregoing same on the day and year and for the purposes therein expressed as their act and deed. And the said Mary F. Curtis wife of the said James H. Curtis on a private examination separate and apart from her said husband acknowledges that she signed sealed and delivered the same on the day and year and for the purposes therein expressed as her act and deed freely and voluntarily without any fear threats or compulsion of her said husband.

DEED RECORD FOR JAMES H + MARY F CURTIS (1)
 COUNTY LOWNDES STATE MS

DEED BK	FROM/TO	NAME	ACRES	PRICE	DATE	REC.	DOWER	LOCATION
22 p 5 (1)	HENRY FERNANDEZ JAMES H. CURTIS + WIFE MARY CURTIS WILLIS POPE JR, WIFE SARAH OF MS. MADISON JOHNSON + WIFE CAROLINE OF AL				17 DEC 1845			Probably Heirs of Deceased Fernandez
(2)	SARAH FERNANDEZ - TRUSTEE			\$10.00				
(3)	JOHN FERNANDEZ			LOVE & AFFECTION + SUM CASH 11				UNDIVIDED 1/3 INT. LOWNDES SEC 31 + W 1/2 of NW 1/4 Sec 32, So 1/2 of E 1/2 of SW 1/4 Sec 30 T 17 R 17W and S 1/2 of NE 1/4 Sec 36 T 17 R 18W also slaves with their increase FACTORY (40) SALLY (25) NELSON (10), ISSAC AND 2 Bond 1 Peter 35 (Glasgow) 25 Daniel 4, Boi 14, Paddy 54, 11 horses 23 hogs, 24 sheep, 12 cattle + farm utensils DEBT BY 1 to 3 w/ SURETIES LEONARD POPE, JR. JOHN + HENRY FERNANDEZ PROPERTY HEREIN SEVERATE PROP. OF MARY F Slaves well, Wivney + Patience and an undivided 2/6 of land in OKTobshu + certain notes arising from sale of estate of JAMES FERNANDEZ DED. + Separate life interest in slaves TOM, REUBEN, NED, JOSEPH + conveyed by Deed of Recov.
22 p 7	JAS. H (1) MARY F. CURTIS	HENRY FERNANDEZ 2nd Part Ken Boyce 3 Part		\$1181 + \$1181	20 DEC 1845			conveyed land to party of 3rd Part.

DEED BK	FROM/TO	NAME	ACRES	PRICE	DATE	REC.	DOWER	LOCATION
23 p 12	JAMES H JOHN MCCANN	JAMES H CURTIS	2 LOTS	\$150	13 DEC 1846	12/12 1846		2 LOTS TOWN OF COLBERT #3 & 4 in block 14
23 p 332	STARKEY SHARP + WIFE Mary Eliza Sharp # Hartford CONC	JAMES H. CURTIS	400	\$900	2 DEC 1847	2 DEC 1847	Mary Eliza Sharp.	SE 1/4 NW 1/4 LOT NO. 5, W 1/2 of NE 1/4, W 1/2 NW 1/4, and NE 1/4 of NW 1/4 of Sec 1 LOT 1 Cont 85 ac. in Sec 2 ad int 17 R 19 W Cont 400 ac
23 p 333	James H CURTIS	THOMAS J. SHARP TRUST STARKEY SHARP			24 DEC 1847		Trust deed	
25 p 74	MARY F CURTIS wife of JAMES H.	Schedule of Personalty			9 MAR 1850			ELVIRA 18 Infant 3 mo. Separate property of Mary
25 p 38	"	"			2 Jan 1850			Nancy 14, Silvey 10 Separate property of Mary.
26 p 416	Stock Holders Town of Barton	MARY F. CURTIS	3 ac	\$39	22 Sept 1851	12 MAR 1852		LOTS 1, 2, 4, 5, 6, 7, 8, 9, 10 Sec 6 Town of Barton - 300
26 p 419	JH + MF CURTIS	MILES JOHNSON		\$1039	27 Dec 1851	18 MAR 1852		above lots.
25 p 49	JOHN A + JAMES F CURTIS + CO.	HEAVY F WASHINGTON JAMES BURTON Joseph C. Colburn Joel Evans Commission Merchants, Mobile, Ala. Colburn, Evans & Co		852 852				Colburn & Evans To Secure Debt - on acceptance of \$2745.00 entire stock of goods of \$800.00 and notes and accounts 3,000.00

FAMILY GROUP SHEET

Husband's Code
 Wife's Code

HUSBAND'S NAME Eugene Thomas Sizemore

Date of Birth 11/15/13 Place Guin, AL
 Date of Death 2/28/86 Place Russellville, AL

Present Address (or) Place of Burial Russellville, AL
 His Father Daniel Middleton Sizemore His Mother's Maiden Name Jessie Davidson

Date of Marriage of HUSBAND and WIFE on this sheet _____ Place _____
 Check here if there was another marriage: By husband By Wife Was this couple divorced? Yes No When? _____

WIFE'S MAIDEN NAME Hilda Fay Hill (Use separate sheet for each marriage)

Date of Birth 8/25/14 Place Sulligent, AL
 Date of Death 12/25/84 Place Tuscaloosa, AL

Present Address (or) Place of Burial Sulligent, AL
 Her Father Addie Hill Her Mother's Maiden Name Ollie Mae

Items of interest about the above couple (occupations, hobbies, achievements; social, civil, and political activities; physical descriptions—include photos if possible; military service; cause of death):

Use reverse side for additional information

Have family sheet	CHILDREN (Arrange in order of birth)	Code	Birth Information	Death Information	Marriage Information
1	<u>Wanda Fay</u>		ON <u>07/11/36</u> AT <u>Sulligent, Ala</u>	ON _____ AT _____	ON <u>8/13/54</u> TO <u>Barrett Ray Hunter</u>
2			ON _____ AT _____	ON _____ AT _____	ON _____ TO _____
3			ON _____ AT _____	ON _____ AT _____	ON _____ TO _____
4			ON _____ AT _____	ON _____ AT _____	ON _____ TO _____
5			ON _____ AT _____	ON _____ AT _____	ON _____ TO _____

Check here if there are additional children

Footnoting. To substantiate the information recorded on this page, please use the footnotes listed below. One of these numbers should be placed in the circle provided next to each answer on the questionnaire. If you got the information from a source not listed, place that source on a vacant line and use the number next to which it has been placed as your footnote number.

Use ① only if you have filled in the blank from personal knowledge (such as the name of your brother). If you must look up his marriage date, give the source wherever you looked it up. If you asked him, give his name as the source.

① Name and address of person filling in this sheet. Date _____
WALT HOLLIMAN 2601 CHANDALAR LN., PELHAM, AL 35124

- ② _____
- ③ _____
- ④ _____
- ⑤ _____
- ⑥ _____
- ⑦ _____
- ⑧ _____

Printed for the use of
 The National Genealogical Society

© 1989 Nettie Schreiner-Yantis, 6818 Lois Drive, Springfield, Virginia 22150

FAMILY GROUP SHEET

Husband's Code
 Wife's Code

HUSBAND'S NAME Barrett Ray Hunter

Date of Birth _____ Place Warland, Wyo

Date of Death 1962 Place Louisville, Ky

Present Address (or) Place of Burial Elizabethton, Ky

His Father _____ His Mother's Maiden Name INA

Date of Marriage of HUSBAND and WIFE on this sheet 8/13/54 Place Chicago, IL

Check here if there was another marriage: By husband By Wife Was this couple divorced? Yes No When? _____

WIFE'S MAIDEN NAME Wanda Fay Sizemore (Use separate sheet for each marriage)

Date of Birth 07/11/1936 Place Sulligent, AL

Date of Death _____ Place _____

Present Address (or) Place of Burial 66 Cozy Valley Ln, Cherry Log, Ga

Her Father Eugene T Sizemore Her Mother's Maiden Name Hilda Fay Hill

Items of interest about the above couple (occupations, hobbies, achievements; social, civil, and political activities; physical descriptions—include photos if possible; military service; cause of death):

Use reverse side for additional information

Have family sheet	CHILDREN (Arrange in order of birth)	Code	Birth Information	Death Information	Marriage Information
	1 <u>Lisa Dawn</u>		ON <u>01/12/56</u> AT	ON AT	ON <u>07/22/83</u> TO <u>Nicholas Hoover</u>
	2		ON AT	ON AT	ON TO
	3		ON AT	ON AT	ON TO
	4		ON AT	ON AT	ON TO
	5		ON AT	ON AT	ON TO

Check here if there are additional children

Footnoting. To substantiate the information recorded on this page, please use the footnotes listed below. One of these numbers should be placed in the circle provided next to each answer on the questionnaire. If you got the information from a source not listed, place that source on a vacant line and use the number next to which it has been placed as your footnote number.

Use ① only if you have filled in the blank from personal knowledge (such as the name of your brother). If you must look up his marriage date, give the source wherever you looked it up. If you asked him, give his name as the source.

① Name and address of person filling in this sheet.

Date _____

WALT HOLLIMAN 2601 CHANDALAR LN., PELHAM, AL 35124

②

③

④

⑤

⑥

⑦

⑧