

The State of Mississippi Louder County
 J. E. P. Richards, 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 26th day of January, A. D. 1884, at 1.15 o'clock P. M.
 and has been duly recorded in Deed Book No 61. on pages 432, 433,
 434, 435 & 436.

Given under my hand and the seal of said Court, at my Office
 this the, 26th day of January A. D. 1884.
LS7 E. P. Richards, Clerk

M
 X

Geo Hairton
 To 3 In Trust.
Joby W. Johnston
 For Benefit of
C. A. Johnston

The State of Mississippi }
 Louder County }
 This Indenture, Made and entered into by
 and between George Hairton party of the
 first part, and Joby W. Johnston, party of the
 second part, and C. A. Johnston party of the
 third part -

Witnesseth, That whereas, the said first party
 is justly indebted to the said third party in the sum of Five
 Thousand Dollars, for money this day loaned said first party by
 said third party which sum he promises to pay three years af-
 -ter the date hereof with interest thereon from the date hereof un-
 -til said indebtedness is paid, at the rate of ten (10) percent per-
 -annum, which indebtedness is evidenced by his promissory note
 of even date herewith payable at the office of the First National
 Bank of Columbus three years after this date to C. A. Johnston or
 Bearer for sum of Five Thousand Dollars with interest from date
 until paid at the rate of ten percent per annum, interest due
 & payable annually.

And whereas, Said first party is willing to secure the prompt pay-
 -ment of said principal sum when the same shall fall due as afore-
 -said as well as the payment of the interest annually as aforesaid

Now Therefore, In consideration of the premium and of the sum
 of Ten dollars each in hand paid to the party of the first part
 by said party of the second part at and before the delivery here-
 -of, the receipt of which is hereby acknowledged the said party of
 the first part has given, granted, bargained and sold, conveyed
 and confirmed and by these presents doth give, grant, bargain
 and sell, convey and confirm unto the said party of the second
 part, his heirs and assigns, and unto his successor or hereinafter
 provided for and to the heirs and assigns of such successor, the
 following described real estate, lying, being and situate in
 the County of Louder and State of Mississippi, and particularly

17-17

described as follows, to wit $\frac{1}{2}$ of Section 35, T. 17, R. 17, East. (all interest of P. A. Whitlock in $\frac{1}{2}$ of SE $\frac{1}{4}$ (wecht 27 acres off of South west corner of said 8th) and 5 acres out of South west corner of $\frac{1}{2}$ of SE $\frac{1}{4}$, and 30 acres off of west side of the North part of $\frac{1}{2}$ of SE $\frac{1}{4}$, Sec 23, T. 17, R. 16 E. (and $\frac{1}{2}$ of NW $\frac{1}{4}$ of Sec 21) + $\frac{1}{2}$ of NE $\frac{1}{4}$ Sec 20. + ($\frac{1}{2}$ of SE $\frac{1}{4}$ Sec 17. + SW $\frac{1}{4}$ Sec 17) + $\frac{1}{2}$ of NW $\frac{1}{4}$ Sec 20. + ($\frac{1}{2}$ of SE $\frac{1}{4}$ of NW $\frac{1}{4}$ + $\frac{1}{2}$ of $\frac{1}{2}$ of NE $\frac{1}{4}$ + $\frac{1}{2}$ of SW $\frac{1}{4}$, Sec 36 (and $\frac{3}{5}$ interest in $\frac{1}{2}$ of NE $\frac{1}{4}$ + $\frac{1}{2}$ of NW $\frac{1}{4}$ Sec 20 + $\frac{1}{2}$ of SE $\frac{1}{4}$ Sec 17. all in Township 17, Range 17 East; (and all of the interest of George Hamilton in the Lower County lands of Robert Hamilton, which were undivided up to November 20th 1870. and first part interest in the lands in said County + State formerly held as dower by Mrs Ruth S. Hamilton being one fourth ($\frac{1}{4}$) of $\frac{1}{4}$ part of said lands; and $\frac{2}{5}$ interest in $\frac{1}{2}$ of NE $\frac{1}{4}$ + $\frac{1}{2}$ of NW $\frac{1}{4}$ of Sec 20. + ($\frac{1}{2}$ of SE $\frac{1}{4}$ Sec 17. all in Township 17, Range 17 East being the share of Marshall + Susan Hamilton in the lands of Robert Hamilton deceased, situated in said County + State; (and $\frac{3}{4}$ interest in the $\frac{1}{2}$ of $\frac{1}{2}$ of NE $\frac{1}{4}$ + $\frac{1}{2}$ of NW $\frac{1}{4}$ + fractional $\frac{1}{2}$ of NW $\frac{1}{4}$ + $\frac{1}{2}$ of SE $\frac{1}{4}$ + $\frac{1}{2}$ of SW $\frac{1}{4}$ + fractional $\frac{1}{2}$ of SW $\frac{1}{4}$ Sec 01, + lot 1 + SW $\frac{1}{4}$ of fractional SE $\frac{1}{4}$ Sec 2. + lots 1 + 2, Sec 3 + fractional Sec 10 + NE $\frac{1}{4}$ + lots 3 + 4 in Sec 11 + lot 3 in Sec 12. all in Township 20, Range 18 West + All of Section 26 + South East Corner of the $\frac{1}{2}$ of SE $\frac{1}{4}$ + SE part of the $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Sec 23 + SW $\frac{1}{4}$ + $\frac{1}{2}$ of SE $\frac{1}{4}$ of Sec 24. + ($\frac{1}{2}$ of Section 27, all in Township 17, Range 17, East; (and the one fifth undivided interest in the Lower County lands of Robert Hamilton deceased which were undivided November the 7th 1862 including dower lands of Mrs Ruth S. Hamilton and the interest of Mrs America Calloway in said lands purchased by Hardin Hamilton; and the interest of said Mrs Calloway in the Estate of Robert Hamilton deceased, being the $\frac{1}{2}$ of Sec 1 + NE $\frac{1}{4}$ of Sec 2, Township 17, Range 17 East; also first party's interest in $\frac{1}{2}$ Sec 1, T. 17 R. 17 East + (NW $\frac{1}{4}$ Sec 32, T. 18, R. 18 East; also his interest in $\frac{1}{2}$ fractional Section 12 + fractional Sec 11 + fractional Sec 2. + frac Sec 10 + frac 3. + $\frac{1}{2}$ + SW $\frac{1}{4}$ of NE $\frac{1}{4}$ + $\frac{1}{2}$ of SE $\frac{1}{4}$ of frac Sec 1, all in Township 20, R. 18, West.

17-16

17-17

17-17 E

west

20-18. W

17-17- E

17-17- E

18-18 E

20-18. W

described as follows, to wit $\frac{1}{2}$ of Section 35, T. 17, R. 17, East. (all interest of P. A. Whitlock in $\frac{1}{2}$ of SE $\frac{1}{4}$ (wecht 27 acres off of South west corner of said 8th) and 5 acres out of South west corner of $\frac{1}{2}$ of SE $\frac{1}{4}$, and 30 acres off of west side of the North part of $\frac{1}{2}$ of SE $\frac{1}{4}$, Sec 23, T. 17, R. 16 E. (and $\frac{1}{2}$ of NW $\frac{1}{4}$ of Sec 21) + $\frac{1}{2}$ of NE $\frac{1}{4}$ Sec 20. + ($\frac{1}{2}$ of SE $\frac{1}{4}$ Sec 17. + SW $\frac{1}{4}$ Sec 17) + $\frac{1}{2}$ of NW $\frac{1}{4}$ Sec 20. + ($\frac{1}{2}$ of SE $\frac{1}{4}$ of NW $\frac{1}{4}$ + $\frac{1}{2}$ of $\frac{1}{2}$ of NE $\frac{1}{4}$ + $\frac{1}{2}$ of SW $\frac{1}{4}$, Sec 36 (and $\frac{3}{5}$ interest in $\frac{1}{2}$ of NE $\frac{1}{4}$ + $\frac{1}{2}$ of NW $\frac{1}{4}$ Sec 20 + $\frac{1}{2}$ of SE $\frac{1}{4}$ Sec 17. all in Township 17, Range 17 East; (and all of the interest of George Hamilton in the Lower County lands of Robert Hamilton, which were undivided up to November 20th 1870. and first part interest in the lands in said County + State formerly held as dower by Mrs Ruth S. Hamilton being one fourth ($\frac{1}{4}$) of $\frac{1}{4}$ part of said lands; and $\frac{2}{5}$ interest in $\frac{1}{2}$ of NE $\frac{1}{4}$ + $\frac{1}{2}$ of NW $\frac{1}{4}$ of Sec 20. + ($\frac{1}{2}$ of SE $\frac{1}{4}$ Sec 17. all in Township 17, Range 17 East being the share of Marshall + Susan Hamilton in the lands of Robert Hamilton deceased, situated in said County + State; (and $\frac{3}{4}$ interest in the $\frac{1}{2}$ of $\frac{1}{2}$ of NE $\frac{1}{4}$ + $\frac{1}{2}$ of NW $\frac{1}{4}$ + fractional $\frac{1}{2}$ of NW $\frac{1}{4}$ + $\frac{1}{2}$ of SE $\frac{1}{4}$ + $\frac{1}{2}$ of SW $\frac{1}{4}$ + fractional $\frac{1}{2}$ of SW $\frac{1}{4}$ Sec 01, + lot 1 + SW $\frac{1}{4}$ of fractional SE $\frac{1}{4}$ Sec 2. + lots 1 + 2, Sec 3 + fractional Sec 10 + NE $\frac{1}{4}$ + lots 3 + 4 in Sec 11 + lot 3 in Sec 12. all in Township 20, Range 18 West + All of Section 26 + South East Corner of the $\frac{1}{2}$ of SE $\frac{1}{4}$ + SE part of the $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Sec 23 + SW $\frac{1}{4}$ + $\frac{1}{2}$ of SE $\frac{1}{4}$ of Sec 24. + ($\frac{1}{2}$ of Section 27, all in Township 17, Range 17, East; (and the one fifth undivided interest in the Lower County lands of Robert Hamilton deceased which were undivided November the 7th 1862 including dower lands of Mrs Ruth S. Hamilton and the interest of Mrs America Calloway in said lands purchased by Hardin Hamilton; and the interest of said Mrs Calloway in the Estate of Robert Hamilton deceased, being the $\frac{1}{2}$ of Sec 1 + NE $\frac{1}{4}$ of Sec 2, Township 17, Range 17 East; also first party's interest in $\frac{1}{2}$ Sec 1, T. 17 R. 17 East + (NW $\frac{1}{4}$ Sec 32, T. 18, R. 18 East; also his interest in $\frac{1}{2}$ fractional Section 12 + fractional Sec 11 + fractional Sec 2. + frac Sec 10 + frac 3. + $\frac{1}{2}$ + SW $\frac{1}{4}$ of NE $\frac{1}{4}$ + $\frac{1}{2}$ of SE $\frac{1}{4}$ of frac Sec 1, all in Township 20, R. 18, West.

To Have and to hold said piece or parcels of land together with all and singular the honors, tenements and appurtenances thereon being or thence in any way appertaining unto him the party of the second part, his heirs and assigns and unto his successors or hereinafter provided for and the heirs and assigns of such successor forever in fee simple.

In Trust Nevertheless and this deed is made in express confidence that if the said first party shall well and truly pay or cause to be paid to the said third party or the legal holder of said note promptly at the expiration of each twelve (12) months from said 29th day of

January A. D. 1854, 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 him 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 first party free and discharged from this trust.

But if the sum payable by said first party according to the terms of said note 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 party shall fail to do and perform any of the things herein undertaken to be done and performed, then and in any such event the said Toby 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 the 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 Loudon for said length of time, or by posting written notice 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 due and payable. 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, 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 Toby 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 Toby 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 Toby W. Johnston. And the said first party for himself his heirs, executors and administrators covenant to warrant and defend the title herein conveyed forever in fee simple 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 whomsoever.

In Testimony whereof, The party of the first part hath hereto set his hand and seal this 29th day of January A.D. Eighteen hundred and Eighty four (1884)

Geo. Houston (Seal)

And I, the said Toby W. Johnston do hereby accept the trusts aforesaid, and agree to execute and perform the same according to the terms of the foregoing instrument, Witness my hand and seal this the 29th day of January A.D. 1884

Toby W. Johnston, Trustee (Seal)

The State of Mississippi - - Linder County -
Before me E. P. Richards, Clerk of the Chancery Court in and for said County, this day personally appeared the within named George Houston, who acknowledged that he signed, sealed and delivered the foregoing instrument on the day and year therein mentioned as his voluntary act and deed and for the purpose therein expressed.

[L.S.] Given under my hand and seal at office.