

8-11-1843

## Indenture, Marshall County, MS, 11 August 1843

Thomas B. Jones

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This Indenture made and entered into  
this twentieth day of August in the year of our  
Lord one thousand eight hundred and forty  
three between Thomas C. Jones of the County of  
Weakly and State of Tennessee of the first  
part Bethel D. Sheadwell of the County of  
Marshall and State of Mississippi as Trustee  
of the second part and John Morgan of  
the County and State last mentioned his  
heirs and assigns of the third part Witnesseth  
That whereas the said Thomas C. Jones made  
executed and delivered to the beforementioned  
John Morgan his three several promissory notes  
for value received each bearing date the 3<sup>d</sup>  
day of August 1843 for the several sums of  
three hundred dollars each payable in one  
two and three years from date at the Bank  
ing house of the Northern Bank of Mississippi  
in the town of Holly Springs in the County  
and State last before mentioned and the  
the said Thomas C. Jones being willing  
and desirous that the holder or holders  
of said notes may be secured so that they  
may safely negotiate the same does in  
consideration of the premises and the sum  
of Ten dollars to him in hand paid by  
Bethel D. Sheadwell aforesaid and party  
of the second part the receipt whereof is  
hereby acknowledged, give grant bargain  
sell and convey and by these presents  
has given granted bargained sold and  
conveyed unto the said Bethel D. Sheadwell  
the party of the second part his heirs ex-  
ecutors administrators and assigns a certain  
tract or parcel of land situate being and lying  
in the County of Marshall and State of

Mississippi on the waters of Wolf River (Big) the North West quarter (N.W. 1/4) of Section eight (8) in Township two (2) of Range one (1) West of the basis meridian. To HAVE and to HOLD the aforesaid land and bargained premises with all and singular the appurtenances therunto belonging unto the said Bethel S. Chadwell his heirs and assigns forever and the said Thomas C. Jones for himself his heirs executors administrators and assigns doth covenant and agree to and with the said Bethel S. Chadwell his heirs and assigns that the title to the land aforesaid and bargained premises they will warrant and forever defend against the lawful claim or claims of any person or persons whatsoever.

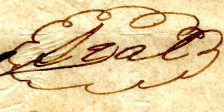
This CONVEYANCE is nevertheless made in Trust and for the uses and purposes hereinafter mentioned and none other that it to say whereas the said Thomas C. Jones made and executed his three several promissory notes bearing date the 3<sup>d</sup> day of August 1843 for the several sums of Five hundred dollars payable in One Two and Three years from date at the Banking house of the Northern Bank of Mississippi in the town of Holly Springs in the County of Marshall and State of Mississippi. Now if the said Thomas C. Jones his heirs or assigns shall well and truly take up said notes when and at the time they shall severally fall due then this deed shall be null and void. But should the said Thomas C. Jones his heirs or assigns fail to take up the said several notes or either of them when and at the time they shall fall due then upon such failure the said Bethel S. Chadwell shall upon giving

No weeks notice of the time and place of said sale in three public places in the County of Marshall sell said land to satisfy said notes or either of them and should there be a failure to pay either of said notes the said land shall be sold and the proceeds as appropriated to take up said notes by the said Bethel W. Treadwell

And should such sale take place upon such failure the said Thomas C. Jones for himself his heirs administrators and assigns waive demand and notice other than the notice of sale above mentioned and also all equity of redemption. Furthermore upon such failure and sale the overplus if any after paying all legal charges in carrying out this deed shall be accounted for and paid over by the said Bethel W. Treadwell his heirs or assigns to the said Thomas C. Jones his heirs executors administrators or assigns

In witness whereof the said Thomas C. Jones has set his hand and affixed his seal this 11<sup>th</sup> day of August 1843

Signed sealed and delivered the day and date last above written

Thomas C. Jones 

A. M. 10 Nov. 43

The State of Mississippi

Marshall County of 3 Personally appeared before me  
Gordonia White Clerk of the Probate Court of said County  
the above named Thomas C. Jones who acknowledged that  
he signed sealed and delivered the foregoing Deed of  
trust on the day and year therein mentioned  
as his act and deed

Given under my hand and the Seal of said  
Court at Office the 10th day of November  
1843  
Gordentia Waite Clerk



Thomas L. Stone  
J. E. Wood in Court  
Marshall W. Stearns

for \$ 25.00

The State of Mississippi }  
Marshall County of } I Gordentia Waite Clerk of  
the probate Court of said County do hereby certify that  
the within Deed of trust was Recd in my office for  
Record on the 10th day of November 1843 and that  
the same together with the above certificate was the  
day duly recorded in deed book 9 pages 239. 240  
W 241



Given under my hand and under the  
Seal of said Court at office the 23rd  
day of November 1843  
Gordentia Waite Clerk