

4-28-1883

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\$1000<sup>00</sup>

Shuqualak, Miss., April 18<sup>th</sup> 1883

On or before the FIRST DAY of OCTOBER, 1883, I promise to pay NUNN & ANDERSON the sum of One Thousand DOLLARS, value received, same being for money, supplies and other goods, advanced, and to be advanced, necessary to make a crop this present year, 1883, with interest at the rate of 10 per cent per annum, from maturity.

A. J. Boswell [L. S.]  
[L. S.]  
[L. S.]  
[L. S.]  
[L. S.]

Know all Men by these Presents:

That A. J. Boswell

of Lexie

County and State of Mississippi, for and in consideration of the sum of ONE DOLLAR, to me in hand paid by H. C. McMan the receipt of which I do hereby acknowledge, do, BY THESE PRESENTS, bargain, sell and convey, unto the said H. C. McMan as Trustee, and subject to the trusts hereinafter expressed, the following described property now in my possession and owned by me free from all incumbrances, to-wit:

One Bay Mare Mule about 12 years old named Dick  
One Horse Mule (Mourad Colored) 12 " " " " " " " " " "

And the following products of Agriculture to be grown on my farm, in Lexie County, the present year, to-wit: The entire crop of cotton, cotton seed, corn, fodder, and all other products of Agriculture raised by myself family and employees, on the place on which we reside, or on any other lands which we may cultivate.

And I do hereby waive and relinquish all and every right to any part or parcel of the above named property, which might otherwise be exempt from execution by the statute laws of this State, but on the following TRUST AND CONDITIONS, to-wit: That whereas one indebted to NUNN & ANDERSON, of Shuqualak, in Lexie county, and State of Mississippi, in the sum of One Thousand Dollars, for supplies heretofore furnished and for money and supplies this day advanced, to enable me to carry on and cultivate my farm in Lexie County for the present year, which amounts are included in my promissory note, bearing even date and date with these presents, and due and payable to NUNN & ANDERSON, on the first day of October, 1883,

NOW, THEREFORE, I the said A. J. Boswell

do hereby bind myself heirs, executors, and all legal representatives, that in case default shall be made in the payment of the note above mentioned at its maturity, that it shall be lawful, and I do hereby authorize and empower the said H. C. McMan Trustee, herein named, with the aid and assistance of any other person or persons, to take into his possession, when requested by said NUNN & ANDERSON, the entire property hereby conveyed, and sell the same in the town of Shuqualak, for cash, after giving notice of said sale by posting the same for 10 days, and out of money arising therefrom, pay said note herein mentioned, and all costs and charges accruing in the execution of this trust, rendering the overplus (if any) unto me or my legal representatives, and until said note is due and default made in its payment I to remain in quiet and peaceful possession of the property herein conveyed, unless I should at any time before the maturity of said note sell or otherwise dispose of some part of said property, without the consent of the said NUNN & ANDERSON, in which event the title to the property herein conveyed shall vest absolutely in the said H. C. McMan, Trustee, as aforesaid, and he shall thereby be vested with the power and right to sell the same and apply the proceeds of said sale as if the note was due and default of payment had been made; and if the Trustee herein appointed should die, or shall at any time fail or refuse to act, then the said NUNN & ANDERSON is hereby fully authorized to appoint another Trustee who shall be clothed with the same authority to execute this Trust that the said H. C. McMan is vested with: but should I the said A. J. Boswell

well and truly pay said note, or cause the same to be paid at maturity thereof, then this deed of conveyance shall be void, otherwise to remain in full force and effect.

GIVEN under my hand and seal this the 18<sup>th</sup> day of April 1883

A. J. Boswell [L. S.]  
[L. S.]  
[L. S.]  
[L. S.]  
[L. S.]

A. J. Dossell  
Great Land  
W. C. McAtee  
Mayer  
Mayer & Medway

Final this 28 day of April 1883  
at 7 O'Clock A. M.  
Robert C. Petty  
Chancery Clerk

Truly handed in front of me  
Book 22 Page 9899 & 100  
This June 2 1883  
Robert C. Petty Clerk  
By J. P. Petty S.C.

1/2

THE STATE OF MISSISSIPPI

Adair County

85

Ex officio

PERSONALLY appeared before the undersigned, an acting Justice of the Peace in and for said County,

the within named A. J. Dossell

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.

ALSO, PERSONALLY appeared before me \_\_\_\_\_ wife of the said

who, on private examination made by me, separate and apart from her husband, acknowledged that she signed, sealed and delivered the same as her voluntary act and deed, freely, without any fear, threat or compulsion from her husband.

GIVEN under my hand and seal of office, this 28<sup>th</sup> day of April 1883

M. Simpson  
Mayer & Ex officio Justice of the Peace