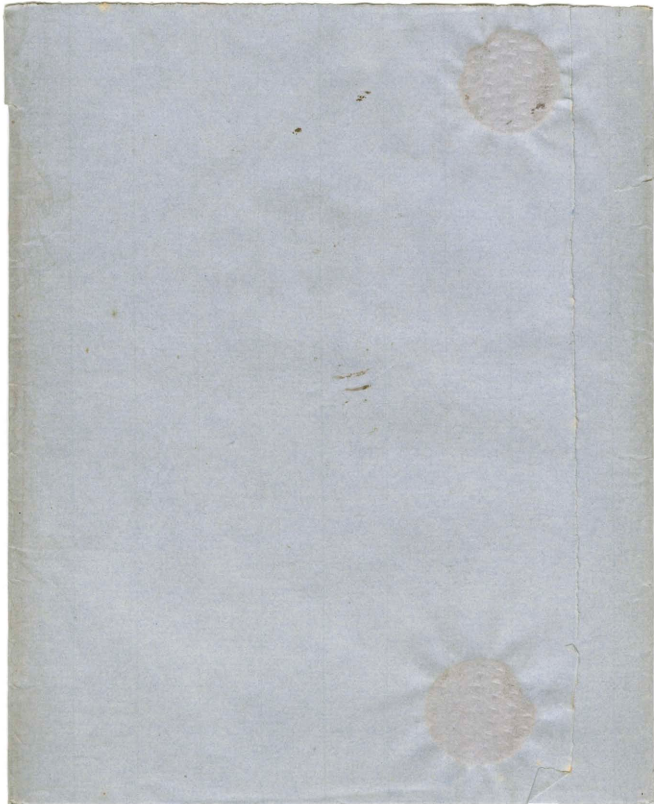


Mortgages



I know all men by this Presents that
I Joseph Mc Murwen of the County
of Bradley and State of Arkansas for and
in Consideration of the Sum of Sixteen Hundred
and twenty two ¹⁰⁰ Dollars to me in hand
paid by Henry K Carter and Daniel
Psatt, of the City of New Orleans, who
are trading under the name and Style of
H Rendell Carter & Co, the receipt whereof
is hereby acknowledged, have bargained &
sold, and by this Presents do hereby grant
bargain and Sell unto the said Henry
K Carter and Daniel Psatt, the follow-
ing described negro Slaves, viz. Henry
a negro man about 38 years of age,
Dick, a man about 38 years of age,
Cary a man about 31 years of age,
Arminstead a man about 28 years of
age. George a man about 18 years
of age, Martha a woman about
30 years of age, Kitty a girl about
6 years of age, Washington a boy about
4 years and Henderson a boy about
3 years of age. I have and to have
the aforesaid negro Slaves unto them
the said Carter and Psatt and to
their heirs and assigns forever.

And I the said Joseph Mc Murwen
for myself my heirs Executors, administrators
and assigns do covenant to and with the
said Henry K Carter and Daniel Psatt
their Executors administrators and assigns,
that I am lawfully Seised of the fore-
going described Slaves as of my own

property, and that I will forever warrant
and defend the same against the lawful
claims of all persons.

Provided however That whereas
the Said Joseph M^r Meriwether has
this day Executed unto the Said Henry
K^r Carter and Samuel Pratt, by their
style and description of H^r Kendall
Carter & Co, a certain promissory note, of
which the following is a copy.

"One day after date I promise to pay
H^r Kendall Carter & Co Two hundred
and fourteen 03/100 Dollars for value
rec^d with Eight per cent interest from
date.

\$214.03

(Signed) J^r Meriwether

Bradley Co Ark

31st May 1848.

)

And whereas further, that the Said
Henry K^r Carter and Samuel Pratt by
their style and description of H^r Kendall
Carter & Co did on the 17th day of April
1848 accept certain drafts drawn by the
Said Joseph M^r Meriwether upon them
in favor of divers persons whose names are
not recollected, as follows. One draft
due 1st May 1849 for \$166.39; one other
draft due same date for \$179.80: One
other draft due same date for \$859.74
and one other draft due 8th April 1849
for \$168.50. And whereas further the
Said Joseph M^r Meriwether is indebted to

to the Said Henry K Carter and Daniel Pratt
in the Sum of \$ 34 ³⁵/₁₀₀ Dollars, for the acceptance
of the aforesaid drafts.

Now therefore if the Said Joseph
Mc Merimther shall well and truly
pay unto them the Said Carter and Pratt
the promissory note aforesaid according
to its tenor and effect, as well as
the last mentioned indebtedness of thirty
four ³⁵/₁₀₀ Dollars, and shall well and truly
save keep harmless and indemnified the
Said Henry K Carter and Daniel Pratt their
Heirs Executors and administrators from the
payment of the aforesaid acceptance, which
they so made by their style aforesaid for
his the Said Mc Merimther's Accommodation,
then and from thenceforth this Indenture
shall be absolutely void, clear and de-
termined. And provided further, That
until default be made in the foregoing
Conditions, the mortgage property aforesaid
shall remain in possession of the said
for his use and benefit.

Signed and Sealed this thirty first
day of May A. D. 1848.

J. M. Merimther (Seal)
Witness the day of 3
date 3
J. Goulds
Ann. Lefell

of
in
copy
the
n
of
day

of
in
copy
the
n
of
day

J. M. Morris
Deputy
Recorder
of the County of
Brady

State of Arkansas }
County of Brady }

Be it remembered that on this 31st day of
May A.D. 1848 at the County aforesaid, before me Elijah Mosley
Clerk of the Circuit Court in and for the County aforesaid personally
appeared Josiah Gould one of the Subscribing witnesses to the foregoing
Deed, to me personally well known, who being by me first duly
sworn, on his oath stated that he saw Joseph Morris with the
grantor in said deed Subscribed and seal said deed
on the day of its date for the uses purposes and consideration
therein expressed and that he and
Subscribed the same as attesting witness at the request of
said grantor.

In testimony whereof I hereunto set my hand
as such clerk and affixed the Seal of my office
at said place. This day and year last aforesaid
Elijah Mosley Clerk

State of Arkansas }
County of Brady }

I Elijah Mosley Clerk
of the Circuit Court and ex-officio Recorder
in and for the County aforesaid do hereby certify
that the annexed and foregoing Deed was
this day filed in my office for record and
same is duly recorded in Record B on Page

119. 120. 121. 122.

In testimony whereof I have
hereunto set my hand as such
Recorder and affixed the Seal
said office at Warren this 31st
of May 1848 Elijah Mosley
Recorder

hereunto signed my name and affixed my seal
of office on this 22nd day of April A.D. 1848

Wm^d McIvor

Recorder & Ex officio Notary
Public

A. G. Hall

By
Mortgage.

A. Wendell Carter & Co.

-Copy-

State of Louisiana

Parish of Orleans } Be it remembered that
on this 22^d day of April. A.D. 1848 personally
came & appeared Alfred G. Hall a resident of the
Parish & State aforesaid who declared &
acknowledged himself justly & legally indebted
unto H. Kendall Carter & Co. herein represented by
Ormond Lafils. residents of the city of N. Orleans
State of Louisiana in the sum of Fifteen hundred
and Thirty dollars & ninety two cents - to be
paid by said Hall in the following manner viz
The said Alfred G. Hall promises to pay the
said sum of money on or before the first day
of March A.D. 1849 with eight per cent interest
from date until paid & for which sum of money
payable as aforesaid the said A.G. Hall has given
his promissory note to H. Kendall Carter & Co. or
order corresponding & bearing even date herewith
& identified with these presents by the Paraph
ne verietur & signature of me Archibald M. Iver
Recorder & ex officio Notary public as aforesaid

And in order more effectually to secure
the true & punctual payment of the aforesaid
sum with accruing interest thereon unto the
said H. Kendall Carter & Co. the said Alfred G. Hall
does hereby specially mortgage hypothecate &
effect the following negroes viz Antony, a negro
man, 28 years of age & slave for life, Ellen a negro
girl 18 years old & slave for life, Betty a negro
girl 14 years old & slave for life & Rose a negro
girl 13 or 14 years old & a slave for life

To stand & forever remain mortgaged
hypothecated & effected to & in favor of the said
H. Kendall Carter & Co. their heirs & assigns
until the full & final payment of the aforesaid
sum of money & accruing interest.

And the said A. G. Hall hereby confesses judgment for the said sum of Fifteen hundred and Thirty dollars & ninety^{two} cents & accruing interest, & agrees that it shall be as binding as if obtained in a competent Court of Justice with stay of execution until the first of March A.D. 1849.

In testimony whereof the said Alfred G. Hall & the said H. Kendall Carter & Co represented by Armand Lefils the one proposing & the other accepting have hereunto signed their names in presence of Elcan Heydenfeldt & Jacob B. Matthews witnesses hereunto required of lawful age & in presence of me Archibald M. Over Recorder & Notary Public as aforesaid this Twenty second day of April one thousand eight hundred & forty eight

The name Carter was interlined before the signing of these presents & the words "I hereby waives all legal delays & formalities & exceptions were erased before signing these presents

Attest
E. Heydenfeldt
Jacob B. Matthews

A. G. Hall
H. Kendall Carter & Co
by Armand Lefils
Agent

Arch^d M. Over
Recorder.

State of Louisiana
Parish of Morehouse
I, Archibald M. Over
Recorder & Ex officio Notary Public in & for
said Parish and State do hereby certify the
above and foregoing to be a true and correct
copy of the original as on file in my office
and recorded in Mortgage Record Lib. A
Folios 66 & 67. In testimony whereof I have

The State of Louisiana & Know all men by these presents
City of New Orleans & that I John L May a citizen
of Union County & state of Arkansas in consideration
of the sum of Nineteen Hundred & Eighty Seven 31/100
Dollars (\$1987.31/100) to me paid & the receipt where-
of is hereby acknowledged, by Henry Kendall Carter &
Daniel Pratt of New Orleans Louisiana & doing busi-
ness in the name style & firm of H Kendall Carter &
do hereby give grant bargain sell & convey unto the
said H Kendall Carter & Co their heirs & assigns forever
certain parcels or pieces of land lying & being in Union
County & state of Arkansas, to wit the north west
qr of section 23, west half of the North East qr of section
23, the East half of the south west of section 23, and the
west half of the South East qr of section 24 - Township 17
Range 15 -
Also the following Negroes, Slaves described as
Charles a man aged about 27 years Anthony a
man aged about 22 years Bill a man
aged about 22 years and Simon a
man aged about 22 years, which said
Slaves are employed on the lands hereinbefore
described in the County of Union & state
of Arkansas. To have & to hold the same
to the said H Kendall Carter & Co their heirs &
assigns forever. And the said John L May

for myself My heirs Executors & administrators
do covenant with the said H Kendall Carter &c
their heirs & assigns that I am lawfully seized
the fee of the aforegranted premises & the before
described Negroes; That they are free from all
incumbrances; That I have good right to sell
& convey the same to the said H Kendall Carter &c &
that I will, & that my heirs Executors & adminis-
trators shall warrant & defend the same to
the said H Kendall Carter &c their heirs & assigns forever
against the lawful claims of all persons whatsoever.
Provided nevertheless that if the said John L
May his heirs or Executors shall pay unto the said
H Kendall Carter &c their Executors administrators
or assigns the said sum of Nineteen Hundred &
Eighty Seven \$1,000 Dollars on or before the 31st
day of March 1853, then this deed, as also a
certain promissory Note bearing even date with these
presents given by the said John L May to the
said H Kendall Carter &c whereby he the said May
promised to pay to the order of H Kendall Carter &c
on or before the 31st day of March next thereafter
the said sum of \$1987, 31/100 dollars bearing
Eight per Centum Interest after ~~due~~ ^{received} for value
received & dated New Orleans May 10th 1852 -
shall both be void; Otherwise shall remain in full
force & effect —

And moreover it is mutually covenanted
agreed & understood by the parties to these presents
that in case the said John L May shall fail
to pay to the said W K Carter & Co the said sum
of \$1987.31/100 dolls or any part thereof on the
31st of March 1853, then & from thence forth it shall
it shall & may be lawful for the said W K Carter & Co
their heirs & assigns, or their agent or attorney whoever
the same may be, to enter upon the herein before
described lands & take full possession of the same, &
also to take possession of the said negroes, and
after having advertised the same for the space
of thirty days for sale, either upon the premises or
at the County seat, to proceed to and sell the
same to the highest bidder for cash, or so much as
shall suffice to pay the said note for \$1987.31/100
And the said John L May doth hereby authorize &
& empower the said W K Carter & Co themselves or by
their agent or attorney to make full & complete ^{title} to the
same to the Purchaser or purchasers

In witness whereof I have hereunto set my
hand & affixed my seal at New Orleans this 10th day
of May ad 1852 The word ^{title} inserted between the fourth
& fifth lines before signed

Witness

Horatio Bond
Lewis Brock
J B Byrd

John L May Seal

State of Louisiana
Parish of Orleans

Before me the undersigned
Commissioner of the State of Arkansas duly
Commissioned and qualified for the State of Louisiana
Personally came and appeared John L. May of
the County of Union State first of Arkansas
aforesaid whose name is subscribed to the
Within and foregoing Instrument of writing as
Grantor who acknowledged to me that he
Signed Sealed and delivered said Instrument
as his proper act and deed for the uses and
purposes therein mentioned. And further
that he acknowledges the delivery and possession
of the slaves mentioned in said deed.

In Witness whereof I have hereunto
set my hand and private seal
at New Orleans this 11th day
of May A.D. 1852.

J. P. Taralson
Commr. of Arkansas
Louisiana

John J. May
H. B. Carter

County of Union
Arkansas
May 11 1852

Office for Record
May 20 1852
J. J. Shippard

I Thomas J Shippard Clerk of the
Circuit Court and Ex Officio Recorder
within & for the County of Union State
of Arkansas do hereby certify that the
above and foregoing Deed of trust or
mortgage and Certificate of acknowle-
gment were filed in my Office for
Record on the 20th day of May A.D. 1852
and were by me duly Recorded in Record
Book (G) of Deeds on pages 398-
399 & 400

In testimony whereof I here-
unto set my hand & affix
the seal of Office at office
this the 2nd day of June
A.D. 1852
Thomas J Shippard Clerk

Mr S L May Jr

On account current with

E Kendall Esq

1851

January	23	To Cash	Paid your Draft to Whitcomb & Loring	252	54
February	17	"	" " " " " " " " " " " "	23	35
April	3	"	" " " " " " " " " " " "	143	19
May	3	"	" Sent you in gold of New World	55	11
"	23	"	Commission for advancing \$252 ⁵⁴	2 1/2	21 11 6
"	"	"	" " " " " " " " " " " "		
November	3	"	Cash Paid your Draft J N Rhoads	48	90
"	"	"	" " " " " " " " " " " "	41	09
"	"	"	Commission for advancing \$48 ⁹⁰	2 1/2	2 25
"	"	"	" " " " " " " " " " " "		
January 1852	"	"	Cash "P. " " " " " " " " " "	15	11 4
"	10	"	" " " " " " " " " " " "	5	11 6 7
"	1 1/2	"	" " " " " " " " " " " "	3 1/2	3 11
March	24	"	" " " " " " " " " " " "	81	11 4
March	31	"	Interest to date	\$12 64 43	

Balance due

New Orleans March 31 1852

El Mary

1264 43

Elorado

Sutton

Elorado

The State of Louisiana }
City of New Orleans } Know all men by these

present, that I Lewis
Borick a citizen of Union

County & State of Arkansas, in consideration of the
sum of Four Thousand one hundred & twenty nine
42100 Dollars (\$4179.22/100) to me paid, and the
receipt whereof is hereby acknowledged, by Henry
Kendall Carter & Daniel Pratt of New Orleans & State
of Louisiana & doing business in the name style & firm
of H. Kendall Carter & Co, do hereby give grant
 bargain sell & convey unto the said H. Kendall Carter
& his heirs & assigns forever, certain parcels or
pieces of land, lying & being in the said County of
Union & State of Arkansas, To wit the west half
of Section 7 Range 12, and Township 18, the North East
Quarter of Section 13 Township 18
Range 15 -

Also the following described Negroes, Slaves
a woman named Violetta aged about 20 years
and a man color yellow aged about 21 years
George a man color black aged about 19 years
Caroline a woman color black aged about 20 years
York a boy color black aged about 14 years
Westly a boy color black aged about 7 years
Linn a man color yellow aged about 28 years
Daniel a boy color yellow aged about 14 years

The said Negroes being employed on the land before
described in the State of Arkansas & Union County;
Do have & to hold the same to the said H. K. Carter & Co. their
heirs & assigns forever. And I the said Lewis Brock
for myself my heirs & Executors do covenant with the said
H. K. Carter & Co. their heirs & assigns that I am lawfully
seized in fee of the aforegranted premises & the before
described negroes; that they are free from all incum-
-brances; that I have good right to sell & convey the
same to the said H. K. Carter & Co. & that I will & my heirs
& Executors & administrators shall warrant & defend
the same to the said H. K. Carter & Co. their heirs and
assigns forever against the lawful claims of all persons
whatsoever.

Provided nevertheless that if the
said Lewis Brock his heirs or Executors shall pay unto
the said H. K. Carter & Co. their Executors administrators
or assigns, the said Sum of Four thousand one hundred
& seventy nine & 2/100 Dollars, on or before the 10th day
of April A.D. 1853, then this deed as also a certain
promissory note bearing even date with these presents
given by the said Lewis Brock to the said H. K. Carter
& Co. whereby he the said Brock promised to pay
the said H. K. Carter & Co. or order on or before the
10th day of April next after the date thereof the said
Sum of \$4179. & 2/100 Dollars, bearing Eight per
centum Interest after due value received dated at
New Orleans May 10th 1852 shall both be void;
otherwise shall remain in full force & effect.

And Moreover it is mutually covenanted agreed & understood by the parties to these presents, that in case he the said Lewis Brock shall fail to pay to the said A. Kendall Carter & Co the said sum of \$2179 42/100 Dollars on the 10th day of April 1833 or any part thereof, then & from thenceforth it shall & may be lawful for the said A. Kendall Carter & Co their heirs & assigns, their agent or attorney, whenever the same may be to enter upon the herein before described lands & take full possession of the same, and also to take full possession of the said negroes and after having advertised the same for the space of thirty days for sale, either upon the premises or at the County seat, to proceed to sell the same to highest bidder for cash. And the said Lewis Brock doth hereby empower the said A. Kendall Carter & Co themselves or by their agent or attorney to make full & complete titles to the same to the purchaser or purchasers.

In witness whereof I have hereunto set my hand & affixed my seal at New Orleans this 10th day of May 1832
Witness

Horatio Bant
Geo L. May
D. S. Bryson

Lewis Brock Seal

State of Louisiana
Parish of Orleans

Before me the Undersigned
Commissioner of the State of Arkansas duly
Commissioned and qualified for the State of Louisiana
Personally came and appeared Lewis Brock of the
County of Union State of Arkansas aforesaid
whose name is subscribed to the within and foregoing
Instrument of Writing as Grantor who acknowledges
to me that he Signed Sealed and delivered said
Instrument as his proper act and deed for the
purposes and uses therein mentioned, And further
that he acknowledges the delivery and possession
of the Slaves mentioned in said Deed. —

In Witness whereof I have
hereunto set my hand and private
Seal at New Orleans this 11th
day of May A.D. 1852.

J. H. Karalson

Comm'r of Arkansas for
Louisiana

Filed for record May 20th 1852
J. S. Sheppard Clerk

I Thomas S. Sheppard Clerk of the Cir-
cuit Court and Ex. Officer Recorder
within and for the County of Union
State of Arkansas do hereby certify that
the within and foregoing Mortgage
and Certificate of Acknowledgment
were filed in my office for Record
on the 20th day of May A.D. 1852 and
were by me duly Recorded in Record
Book (5) of Deeds &c on pages 401 & 402
In testimony whereof I hereunto
set my hand and affix the seal
of Office at Office this the 5th
day of June A.D. 1852
Thomas S. Sheppard Clerk