State of Louisiana
City of New Orleans

Before me William Shannon a Notary Public in and for the City of New Orleans State of Louisiana, duly Commissioned and qualified — Personally Came and Appeared Freeborn G. Bartlett of the Parish of Natchitoches, in the State, Party hereto of the first part, and also appeared ——— Henry Kendall Carter of the City of New Orleans, Party hereto of the Second Part,

Which said Appearers declared that whereas the said Freeborn G. Bartlett is indebted unto the said Henry Kendall Carter in the sum of Eight thousand and Eight & 30/100 Dollars, Money loaned and advanced to him the said Bartlett,

Now therefore for the purpose of securing unto said Henry Kendall Carter the said sum of Money the said Freeborn G. Bartlett does hereby sell his undivided three fourths part of his Plantation Containing Six hundred acres of land more or less situated in the Parish of Natchitoches in the State, described as follows Viz = Fractional Section 18. Township 9. Range Six (6). Containing four hundred and twenty one acres — also fractional Section twenty one (31), Township Nine (9). Range Seven (7). Containing Ninety six acres, and also fractional Section One hundred (100). Township Nine (9). Range Seven (7) Containing Seventy Seven acres — with the exception of a small portion of Section

No 100, exchanged with Joe Dennis for another portion of land = together with the fourth of the Improvements thereon, and One half of the Stock the whole of which consists of Six Mules, One horse, and Twenty head of Cattle, and also One half of the Implements of Husbandry ----

And which sale he hereby makes for and in Consideration of his said indebtedness to said Carter.

In Evidence of which said indebtedness the said Bartlett has this day furnished his three promissory Notes, dated this day, drawn by said Bartlett, each for the sum of two thousand six hundred and sixty nine 43/100 Dollars, payable in One, two and three years after date, with 8% per annum interest from Maturity until paid - said Notes being payable to said Carter, and are not negotiable & are also subject to all the stipulations contained in this Act.

It is hereby agreed by and between said parties, that in case the said Bartlett shall well and truly pay unto said Carter the said Notes, according to their Tenor, then he shall be entitled to the redemption of the Property which he does hereby Convey, and by absolute right, by reason of the payment of the Notes.

And in case said Bartlett should find at the end of two years, that he cannot pay said Notes, he shall have the right to declare and elect that the said Carter is the absolute owner of the said property, now transferred to him, in full release and extinguishment of said indebtedness of said Bartlett.

It is also agreed that the said Bartlett shall have the free use of said plantation, improvements stock &c, free of charge or rent of any kind whatever, for the year. provided he pays all taxes and charges which may be imposed thereon by proper authority during that time, and also on condition that he keeps said property in good order. and condition for making crops - and - which crops are to belong exclusively to said Bartlett. for said term of two years. unless the - said Carter should elect at end of the first or second year to close this Agreement as is - stipulated hereafter, and in which case only the crops made previous thereto shall belong to said Bartlett, or the said Bartlett should on his part elect to close the agreement at the end of the Second year in which case only the crops of said two years shall belong to said Bartlett, _____

_____ It is also agreed that in case the said Bartlett shall fail to pay the first Note at Maturity, then said Carter shall have the right to declare the and the that he does accept the said Property in full satisfaction of the Debt, and upon his returning to said Bartlett the two Notes aforesaid, the property shall belong to him absolutely. and without any further right - of the said Bartlett to a redemption thereof., but at the Maturity of said Notes, said Carter shall be compelled to elect formally whether he forfeits the right of redemption so accorded to said -- Bartlett, and in case he elects not to forfeit the right of redemption, which election shall be held and considered as to made, unless Notice of forfeiture is duly given. at the Maturity of the first Note

payment thereof not having been made, the payment of the first Note shall be delayed and postponed until the Maturity of the second Note and until the right of electing whether the said sale shall be held absolute, shall have accrued to said Bartlett, and that no action shall lie or be exercised on any of said Notes, until said Bartlett shall have had an opportunity of so electing.

In Case the first Note is postponed as aforesaid then at Maturity of the second Note and not before, the said Carter shall have the right of electing the forfeiture of the right of redemption in Case of non payment by the said Bartlett.

It is also agreed that the Crops made by said Bartlett shall be Consigned to said Carter as Factor and Commission Merchant, provided he makes advances to produce the same, but the proceeds of the Crops shall be under the Control and subject to the order of said Bartlett, for all such sums as may exceed the said advances and such surplus shall not be applied to the payment of the aforesaid Notes unless so directed by said Bartlett.

Whenever the said right of redemption shall have lapsed either party shall be entitled to demand a partition in kind of the Property and which partition shall be effected amicably by the selection of an Expert by each party, which Experts shall choose an Umpire if necessary, by whose decision and arbitration each party shall be bound and shall be held to pass an act of partition in legal form before proper authority

This Act is Stamped in Accordance with the Internal Revenue Law by placing Stamps herein for Eight & 50/100 Dollars and Cancelling the same.

Thus done and passed in my Office at the City of New Orleans in the presence of Edward Allen and Garnett Stone Competent Witnesses, who sign hereto with the said parties and me, Notary, on the Eighteenth day of February in the year of Our Lord One Thousand Eight Hundred and Sixty Eight.

Original Signed

J. G. Bartlett
H. Kendall Carter
E. Allen
Garnett Stone
William Shannon
Not Pub

A true Copy

William Shannon

Not. Pub.

Filed February 29th 1868
Geo. W. Kennedy
Recorder.
New Orleans, July 18, 1868.

Sheriff's Deed

Excelsior J. Carter
vs.
Frank Carter

Record of Mortgages

Mortgage Office. I hereby certify that the within Sale was duly recorded in my office in Book B.A. 2 folio 320 & 321.

In testimony whereof I have hereunto set my official seal, this 29th July 1868

Henry McKenna
Recorder

Natchitoches La. Sept. 5th. 1868.

H. Kendall Carter
No. 57, Carondelet St.
New Orleans.

Dear Sir,

Your letter of the 28th. August was acknowledged a few days ago and we have since seen the Act of Sale from Bartlett to you. From a careful consideration of the instrument we come to the conclusion, that the act is to be treated more in the character of a mortgage than as a sale. We have seen the Attorneys of the Succession and they say that they wish the judicial partition to be made by a sale of the land after the crop is gathered - you to take three fourths of the price in satisfaction of the $808.30, your debt. We are opposed to this as being against your interest, because the land recently appraised is valued at only $2000 of which your 3/4 ths. would be $1500. if sold at the appraisement, by which you would receive that amount, only, for your debt & if sold for a higher sum say $4000. near its value, you would get $3000. for your debt. We think your interest requires you to exact the payment of the three notes given by Bartlett to you payable one two & three years from the 18th. of Feb.

Petty itself, mrs, until we are forced to.

In case you decline to elect the forfeiture of the right of redemption at the maturity of the 1st note, the payment of that note is postponed until the maturity of the 2d note, by which two thirds of the debt would not mature until 18th of February 1870. If the Succession of Bartlett is then able to pay (and we think it is) the property can then be sold to pay you - We believe the estate is solvent.

In conversation with the Attys. of the Succession, they say that the adm. tells them you have made no advances to Bartlett for this crop. If you have none so, send up to us the bill of items, that we may present it and have it admitted and secure the shipment of the crop to you, if we can. We hear that the crop will be about from 20 to 50 bales.

Very Respy.
Yr. obt. Servts.
Pierson & Levy
attys.

Pierson & Levy
Natchitoches La.
Mailed 5 Sept. 1868
Answ. 15 d. co

many 1848, rather than to consent to receive the land in payment and to this position we shall adhere. The deed stipulates "that, in case Bartlett pays the notes according to their tenor (that is to say, accordingly as they mature) then, he shall have the right to redeem the property, and should he find that, at the end of two years, he cannot pay said notes, he shall have the right to declare and elect, that the said Carter is the absolute owner of the property". We consider that this clause "should he find at the end of two years, that he cannot pay these notes" refers to and expresses his ability rather than his inclination and if his succession is able to pay the first two notes we do not think the administrator or the heirs would have the right to elect the ownership in you of the property.

The deed goes on to say "that in case Bartlett fails to pay the 1st note, then the right of redemption is at an end, on your declaration that you accept the property in satisfaction of the debt. The deed requires you to make a formal election and give notice to Bartlett of your declaration that the right of redemption is forfeited and unless this notice is given at the maturity of the 1st note, the payment of the first note is postponed until the maturity of the 2nd and until the right of Bartlett shall have accrued of declaring that the sale is absolute, and that no action shall lie to recover said notes until Bartlett shall have had that opportunity. In case the payment of the 1st note is postponed as aforesaid, at the maturity of the 2nd, and not before you will have the right of declaring the sale absolute.

In case you make advances Bartlett is to consign his crops to you, the proceeds over the advances to be at Bartlett's control.

When the right of redemption shall have lapsed either party shall be entitled to a partition in kind of the property, to be effected by the selection of an expert by each party.

The question arises, When does the right of redemption lapse according to the deed?

You have the right to declare that the right of redemption is at an end on the failure of Bartlett to pay the 1st note, on your giving formal notice of your election. Of course you will decline to elect to take the property and the right of redemption will then run on and Bartlett, at the end of two years, will have the right to declare the sale absolute and give up the property in case we consider he or his succession is not able to pay, and in that case only. Under this view we consider the application for a partition premature and shall decline to consider the pro-

Natchitoches La
Nov. 26th 1868.

H. Kendall Carter Esq.
New Orleans, La

Dear Sir.

Yr letter of the 22nd Inst. has been rec'd to day. No sales of any property of the succession of F. G. Bartlett has been made except of some moverables, such as, Cattle Mules &c. The Cotton made by Williams, administrator, has been shipped to New Orleans, out of the proceeds of which, we expect to realize the small amt of yr advances this year. You will please send us a detailed bill of the same, for collection.

The administrator, William Nephew of Bartlett, has acted in such a way recently that his Creditors have seized, by attachments, his property on affidavits that he was about to leave the State permanently. This disorder will probably bring about an earlier sale of the Plantation, in which you are chiefly interested. We do not believe you will be damnified by this proceeding, we seeing that yr rights are respected. Our first letter gave you our views of the nature of your claim, we considering it only a mortgage on the land. We have told you why this view was to yr advantage.

We have also told you that we could not force an immediate sale of the property, because the contract provided for a delay. But if the administrator sees proper to sell now, we shall assent to the same or not, as we shall think yr interest demands.

As Bartlett has property of value in Mo or Iowa any deficiency arising here could be made good on the property there as yr debt must be good every where. The matter of his property elsewhere should be looked after and we shall endeavor to obtain information. Mr James A. Grasham, Book-seller, Camp St. might aid you in the enquiry.

Yours Respectly
Preisser & Levy
by A. H. Preisser

Preisser & Levy
26 Nov 1864
Notes 6 Dec 1864
Ans 5 Dec 1864

Natchitoches. April 14. 1869.

H. Kendall Carter Esq.
New Orleans

Dear Sir.

In reply to yours of the 6th Ap. inst. we believe you do not understand the act of sale from Bartlett as regards the consignments of cotton. The cotton was to be sent to you "provided you made advances to produce the
" same. but the proceeds of the crops shall be under the
" control and subject to the order of said Bartlett for
" all such sums as may exceed the advances and such
" surplus shall not be applied to the payment of the afore
" said notes, unless so directed by said Bartlett" We mark in quotation points the very words of the act, with a copy before us. Our enquiry in a previous (our last) letter was, "Did you wish to raise the question as to your right to have the sale of all the cotton made the last year 1868 or 1867 to realize the commissions on the sales, when the advances, of that year, were for the inconsiderable sum of less than $40? See the question stated in our letter of 26 March If you wish or insist on making this question & insist on payment of such commissions as you would have realized, had you had the sales of the cotton, then we must oppose the account of administration & seek to establish your right to such commissions, based on yr small advances of say about $20.00. We are, ourselves, disinclined to make such a demand, but wish to know your opinion of your claims, in

time to oppose the account of adm. in this particular. We discourage the attempt, as being one likely to fail.

Since our letter of 26 March, the attys of Bartelle Succ.n have made up their minds to dispute the fact that the act ~~sale~~ partakes more the character of ~~a~~ mortgage than of a sale, which is opposed to your interests as explained in our former letters, as, if you take the property in kind for yr debt, as by a ~~sale~~ act, you only get the value of the property, say $4000. & if you can have the act construed as a mortgage, you have yr whole debt paid as a debt against the property & against every thing else in the Succ.n See our first letter written to you last year.

You ask for us to demand your half of the proceeds of sale of the movables now in hands of the administrator, proceeds of the sworn sale. We shall decline to do this, because as the movables are part of the property conveyed, if we accept the price, we shall treat the act as a sale and may be estopped by our own act of receipt. On the contrary, we propose to oppose the offer, on the account of administration, to return the half of the price of the movables to us. We are compelled to be consistent throughout & treat the

whole act as only securing yr debt and only in the contingency of our election to cleb. We shall send a copy of the act of adm. to yr atty. transferring the property to the creditors & the atty. will then decide.

Parson & Levy
Letter Ansd
April 20 1849

Natchitoches March 26. 1869.

H. Kendall Carter Esq.,
New Orleans.

Dear Sir:

We collected the act supplies furnished by you to F. G. Bartlett $46.70 and we account for same thus.

Paid George W. Kearney for copy act. sale from Bartlett to you 18 July 1868. $3.00

Retained to pay copy of account of administration for Mr D. D. Bryan per his request 3.50

Fee for collecting the $46.70 5.00

$11.50

Balance due you paid by draft herewith. 35.20

$46.70

Please find enclosed our draft on Benligny & Esclapon for (at sight) 35.00

notes enclosed for 20

Balance due to you. $35.20

The act contains the stipulation "It is also agreed that the crops made by said Bartlett shall be consigned to said Carter, as factor and commission merchant, provided he makes advances to produce the same, but the proceeds of the crops shall be under the control and subject to the order of said Bartlett for all such sums as may exceed the said advances and such supplies shall not be applied to the payment of the notes."

The question arises, if part of your

Pierce & Gray

Dated 26 March 1869

Ans 6 April 1869

for 1868

act of $46.70 was for plantation supplies, was Mr Bartlett obliged to consign his whole crop to you, in consideration of this small advance?

The act does not limit the quantity or amt of supplies to give the right and it may be argued that $20 worth of supplies enforced the obligation to consign as well as $200 worth would have done. This obligation will be resisted by Bartlett's Attys and if you insist on it will form the subject of opposition to the act of administration. You might consult Messrs Beverly & Bryan your Attys on this subject & instruct us if we shall claim the damages resulting from the non consignment of the crop of 1868.

Very likely a contestation will arise about the character of the act. whether it is a sale or mortgage. The Attys of the succession express doubts of the character. A may conclude to regard it as a sale, which we must resist by all means as your interests are to regard it as a mortgage

Please reply

Yours

Preston & Levy

Attys

The Attys of Bartlett's succ.n have not yet filed their tableau of adm.

Copy of Third Note

$2669 44/100

New Orleans, February 18 1848

Three years after date I promise to pay to H. Kendall Gates or order, the sum of Two thousand Six hundred & Sixty nine 44/100 Dollars Value received, with Interest at the rate of 8 p.ct per annum from maturity until paid, this note is not negotiable, and is subject to all Equities contained in the act, with which it is identified, and is subject to, and is governed by all the Stipulations contained therein

(Signed) T. G. Barlett

Paid in full
on account
Value received
and this note
New Orleans 7 July 1848

Copy

H. G. Battles
Note due 18 July 1871
$2669 44

Copy of 2nd note

$2669 45/100

New Orleans February 18 1868

Two years after date I promise to pay to H. Kendall Carter, the sum Two Thousand Six hundred & Sixty nine 45/100 Dollars, Value received, with eight per cent per annum interest from maturity until paid, This note is not negotiable, and is subject to all the Equities contained in the act entitled "An act to identified and is subject to and is governed by the stipulations contained in said act

(Signed) F. F. Bartlett

Warranty endorsement
Endorsed on back of this note
Pay to the order of H. Kendall Carter
New Orleans February 18 1868

Copy

Jr G Barclay

note dw 18 Feby 1870

£266 4s

Copy of first note

$2669, 43

New Orleans February 1868

One Year after date I promise to pay to H. Kendall Carter or order The sum of Two thousand Six hundred and sixty nine 43/100 Dollars Value received with Eight per cent Interest per annum, Interest from Maturity until final Payment, This note is not negotiable and is subject to all the provisions contained in the act West which is identified and is subject to and is governed by all the stipulations contained therein

(Signed) H. G. Bartlett

Received February 1st 1868

Endorsed on act of Sale passed before me this day

H. Kendall Carter

Witness

Witness

Copy

J. G. Bartlett –

Note due 18 Feby 1869

£2669.43

F G Bartlett

3 Notes due in 1, 2 & 3 years

due 18 Feby 1869 $2669,43

due 18 Feby 1870 2669 43

due 18 Feby 1871 2669 44

$8,008,30

Secured by Deed Executed

18 February 1868

Copies of 3 Notes

F G Bartlett, the

Originals Sent

to Pearson & Levy by

direction per Stimson

B L Hodge, Cashr of

Rupell Co Grand Ecr

28th July 1869