

C. N. Floyd  
To/Q.C.D.  
Erma Natlie Thompson

Filed for record the 9th., day Nov.,  
1933, at 9 O'clock, A. M., and  
Recorded the 17th, day Nov., 1933.

Aurie Sutherland, Chancery Clerk,  
By Cammie Parker, Deputy Clerk,

For a valuable consideration moving to me, I, C. N. Floyd, do hereby convey and quit claim to Erma Natlie Thompson the following described lands situated in Madison County, Mississippi, namely:

Beginning at the North East corner of the One Hundred acre tract conveyed to H. C. McDaniel, by Floyd and Geiger and thence East along the gravel road ( which road is known as the Vernon & Anderson Road ) for a distance of forty yards, thence South two hundred and forty two yeards, thence west forty yards, thence North two Hundred and forty two yards, containing two acres. Intending to convey and I do convey two acres off of the North end of the Forty Yard strip conveyed to Crisler Thompson and Mary Belle Thompson by C. N. Floyd and wife, by deed duly of record in the Chancery Clerk's Office in Book No. 6, page 45L. Also said strip is bounder on the North by Gravel road known as Vernon and Livingston Road, between lands conveyed and the Kearney Place, and on the East by land belonging to Childress, and on the South by other lands belonging to Crisler Thompson, and on the West by H. C. McDaniel Place. All of said property situated in Section 33, Township 9, Range 1, West. being same lands conveyed by Crisler Thompson and his wife to Erma N. Thompson see deed recorded in Chancery Clerks office said County in record book of deeds No. 8 on page 30, reference being made here thereto.

Witness my signature this the 2nd, day of November, 1933.

C. N. Floyd

State of Mississippi  
Madison County

Personally appeared before me, the undersigned authority in and for said County and State, the within named C. N. Floyd, who acknowledged that he signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned, as his act and deed.

Given under my hand and seal of office, this the \_\_\_\_ day of November, 1933.

R. W. Elkin, J. P.

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A. H. Middleton  
To/Release Lien  
& Q.C.D.  
Earl Evans  
W. C. Nutt

Filed for record the 6th, day Nov.,  
1933, at 11 O'clock, A. M., and  
Recorded the 17th, day Nov., 1933.

Aurie Sutherland, Chancery Clerk,  
By Cammie Parker, Deputy Clerk,

Whereas, I, A. H. Middleton, did on the 15th., day of December, 1921, convey to Earl Evans and W. C. Nutt, the following described lands situated in Madison County, Mississippi, namely:

The SE $\frac{1}{4}$  NE $\frac{1}{4}$  and W $\frac{1}{2}$  NE $\frac{1}{4}$  and SE $\frac{1}{4}$  and E $\frac{1}{2}$  SW $\frac{1}{4}$  Section 12, and N $\frac{1}{2}$  NE $\frac{1}{4}$  and NE $\frac{1}{4}$  NW $\frac{1}{4}$  Section 13, all in Township 8, Range 2, East, 480 acres, by my deed of even date, which is duly of record in Record Book of deeds of said County No. One, page 261.

The consideration for which was been paid me in full, and which conveyance was made subject to a deed of trust given by M. F. Carter and wife to secure the Mississippi Joint Stock Land Bank of Memphis, Tennessee, in the sum of Fifteen Thousand Dollars, which deed of trust held by said bank is duly of record in said County in Record Book of Deeds of Trust No. BME, page 13;

Now, Therefore, in consideration of the premises and the payment to me by the said Earl Evans and W. C. Nutt of all of the purchase money due me for said land, I, A. H. Middleton, do hereby quit claim to the said Earl Evans and W. C. Nutt the above described lands, and satisfy and cancel all liens of every description and kind which I held or ever held against said property, which the said Earl Evans & W. C. Nutt was under any obligation to pay; all of the consideration moving to me from the said Earl Evans and W. C. Nutt for said conveyance of my interest in said lands having been paid by them to me, and no part of the fifteen thousand Dollar deed of trust due to the Mississippi Joint Stock Land Bank of Memphis, Tennessee, was intended, or did form any part of the consideration for the conveyance from me to the said Earl Evans and W. C. Nutt; they having purchased my equity in said lands, subject to said deed of trust, but my mutual mistake on my part and on the part of the said Earl Evans and W. C. Nutt the deed from me was drawn indicating the assumption by the said W. C. Nutt and Earl Evans of the Fifteen Thousand Dollars due the Mississippi Joint Stock Land Bank of Memphis, Tennessee, which I, A. H. Middleton was under no obligations to pay and which was not debt of mine, when in truth and fact it was never intended either by me, A. H. Middleton, or Earl Evans and W. C. Nutt that the said Earl Evans and W. C. Nutt should assume and obligate themselves personally to pay said debt, but that the conveyance was intended to convey said lands to Earl Evans and W. C. Nutt for the cash consideration paid to me, subject to said deed of trust, and the said Fifteen Thousand Dollars was no part of the consideration moving to me, or agreed to be paid me for said lands.

Witness my signature this the 8th, day of August, 1933.

A. H. Middleton