

Coupland vs. The State of Alabama. This Indenture made this 24th day of
 April in the year of our Lord one
 thousand eight hundred & twenty four, between William
 Coupland the debtor of the first part and Sam Williams
 the trustee (the trustees) of the second part and Rufus
 Stibbins the creditor of the third part. Whereas the said
 William Coupland is justly indebted to the said Rufus
 Stibbins in the sum of one thousand six hundred
 and eighty two dollars, and twenty five cents due by
 notes and one dated 17th day March 1823 the orig-
 inal amount of which was \$3,444. 25 cents which
 debt with the legal interest thereon according to my
 the said William Coupland is willing & desirous to
 secure. Now this Indenture witnesseth that in con-
 sideration of the premises and also for the sum of one
 dollar to the said William Coupland in hand paid
 by the said Sam Williams the trustee at and
 before the sealing & delivery of these presents, he receipt
 whereof I do hereby acknowledge, he the said William
 Coupland hath given, grant, bargained, sold, aliened
 enfeoffed, released, and confirmed and by these presents
 doth give grant, bargain, sell, alien, enfeoff release and
 confirms to the said Sam Williams his heirs and
 executors forever the following described parcel of
 land lot No. 43 lying & being situate in the town of
 Montevallo in the County aforesaid as follows to wit
 commencing at the N.E. corner of said lot running four
 chains or 5 $\frac{1}{2}$ feet S. with the and from thence 2 $\frac{1}{2}$
 chains W. at a variation of 45° degrees and from
 thence N. at the same variation 4 chains 5 $\frac{1}{2}$ feet
 making in all one fourth part of said lot also the
 following personal property, to wit: one bureau one
 mahogany bedstead one desk & one Mahogany
 table one feather bed 2 sets scales & weights

one set paternal balances and weights complete &
various other articles of household furniture
with all and singular the appurtenances to
the said divided parcel of lot belonging to
anyone appertaining and all due estate right,
title and interest of the said William Compland and
to the said granted parcel of lot No. 43 and premises
with its appurtenances to the said parcel of lot be-
longing or in anywise appertaining to have and to
hold the said hereby granted parcel of lot No. 43
and premises with its appurtenances together with
aforesaid personal property thereby conveyed unto
the said Sam Williams his heirs and assigns
forever to the only proper use and behoof of the
said Sam Williams his heirs & assigns forever
and the said William Compland for himself his
heirs & assigns and administrators doth hereby
covenant, promise & agree to and with the said
Sam Williams his heirs & assigns forever in
maner following that is to say that the said
Williams Compland his heirs, executors & adminis-
trators the aforesaid parcel of lot No. 43 and
premises with its appurtenances together with
all the personal property thereby conveyed unto
the said Sam Williams, his heirs, and assigns
against all persons whatsoever shall & will warrant
and defend by their friends upon true &
nevertelus that the said Sam Williams his heirs
and assigns against all persons whatsoever shall &
will warrant & defend by their friends
upon true & nevertelus the said Sam Williams
his heirs & assigns shall permit the said
William Compland to remain in quiet and
peaceable possession of the said parcel of lot
and its premises and the aforesaid personal prop-
erty thereby conveyed. and take the profits thereof
to his uses and until to be made in the pay-
ment, of the said sum of one thousand six
hundred and eighty two dollars and twenty
five cents either in whole and then upon
this further trust that he his heirs and as-
signs, shall & will so soon after the happening
of such demand, of payment, or his heirs or as-
signs may claim payment or the said Rufus
Stebbins his heirs or assigns shall require
all the aforesaid parcel of lot No. 43 and its

premises with the appurtenances together with all the
 aforesaid personal property hereby conveyed or such part
 of the hereby granted premises as the trustees or his
 representatives hereby authorized to act shall think
 proper to sell to the highest bidder for ready money
 at public auction after having fixed the time of
 sale at his own discretion and give fifteen days notice
 thereof in one newspaper publishing Calaveras and
 out of the monies arising from such sale after satisfy-
 ing the charges thereof and all other expenses at-
 tending the premises pay to the said Rufus Stebbins
 his heirs or assigns the sum of one thousand and
 six hundred and eighty two dollars and 75 cents
 with the legal interest thereon or as much thereof
 as the aforesaid property will sell for after paying
 all expenses aforesaid and the balance if any due he
 paid to the said William Coupland his heirs ex-
 ecutors administrators or assigns on or before the first day of
 January next when the said property is to be sold
 or so soon after as the said trustees may think proper.
 If the said sum of one thousand six hundred and eighty
 two dollars and twenty five cents with legal
 interest shall not be paid but if the said William
 Coupland his heirs executors administrators or assigns
 shall well and truly pay the said sum of money then
 this indenture to be void, otherwise to remain in full
 force and effect. In witness whereof the said parties
 to these presents have hereunto set their hands and
 affixed their seals this day & date first aforesaid written
 Recd and delivered in presence of Wm. Coupland, Esq.
 Reuben Rose Supt., San Joaquin Co.
 Jacob D. Shelly Rufus Stebbins, Esq.
 James N. Breshe by Sam. W. Merdis
agent and atty at law.

I certify that this deed of trust was delivered to me
 to be recorded on the 8th day of October 1824.

J. Lawler. Ch.

By his deputy Abner Lawler.

Recorded in Book A pages 42-43-44, 45-46. 10th Nov
 mber 1824. G. Lawler. Ch. S. C. L.

State of California. This day came before me Abner
 Lawler County J. Lawler deputy clerk of Shelly County
 Court the above named William Coupland and ac-
 knowledged that he signed, sealed & delivered the above
 deed of trust to the above named Sam. N. Merdis for the
 purpose therein expressed this 8th day Oct. 1824.

Abner Lawler. Dept.
 Ch. Shelly County Comt.