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Complaint The State of Alabama This Indenture made
between Shelley County } this 24th day of April
in the year of our Lord One Thousand eight
hundred and Twenty four between William
Compland (the debtor) of the first part
and Sam W. Mardis (the trustee) of the
second part and Russel Stebbins (the
creditor) of the third part:
Whereas the said William Compland ex-
actly indebted to the said Russel Steb-
bins in the sum of One Thousand six
hundred and eighty two Dollars and Twenty
five cents due by note and dated 17th March
1823, the original amount of which was \$344⁴⁵
cents which debt with the legal interest
thereon accruing the said William Compland
is willing and desirous to secure
Now this Indenture witnesseth that and in
consideration of the premises and also for
the further sum of One Dollar to the said
William Compland in hand paid by the
said Sam W. Mardis (the trustee) at and
before the sealing and delivery of these
present the receipt whereof is hereby
acknowledged by the said William
Compland hath given granted bargained
sold aliened unfeoffed, aliened and confirmed
and by these presents hath given grant
bargain sell alien unfeoff release and
confirm to the said Sam W. Mardis his
heirs and assigns for ever the following

described parcel of lot no. 43 lying and
 being situate in the Town of Mortevale
 in the County aforesaid as follows To wit:
 Commencing at the N.E. corner of said lot
 running four chains & 16 $\frac{1}{2}$ ft with the line
 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 & 16 $\frac{1}{2}$ feet running
 in all one fourth part of said lot also
 the following personal property To wit:
 One Bureau, one mahogany bedstead, One
 Clock, One mahogany Table one feather bed
 One brown horse one , 2 sets scales &
 weights, One set patent Balances and weights
 Complete, various other articles of house-
 hold furniture with all and singular the
 appurtenances to the said described parcel
 of lot belonging or in any wise appertaining
 and all the estate right title and interest
 of the said William Compland in and to
 the said granted parcel of lot no. 43, and
 premises with its appurtenances to the said
 parcel of lot belonging or in any wise
 appertaining - To have and to hold the said
 hereby granted parcel of lot no. 43 and prem-
 isses with the appurtenances, together with the
 aforesaid personal property, hereby conveyed
 unto the said Sam W. Mardis his heirs
 and assigns forever to the sole proper-
 ty and behalf of the said Sam W. Mardis
 his heirs and assigns forever and the
 said William Compland for himself his
 heirs Execs & Administrators, doth hereby
 covenant promise and agree to and with
 the said Sam W. Mardis his heirs and
 assigns forever in manner following that
 is to say that the said William Compland
 his heirs Execs & Administrators the afore-
 said parcel of lot no. 43, and premises
 with the appurtenances together with all
 the personal property hereby conveyed in
 to the said Sam W. Mardis his heirs and
 assigns against all persons whatsoever
 shall and will warrant and forever
 defend by these presents upon trust, nev-
 ertheless that the said Sam W. Mardis his

his heirs and assigns shall permit the
said William Coupland to remain in
quiet and peaceable possession of the
said parcel of land and its premises and
the aforesaid personal property hereby
conveyed and take the profits thereof
to his own use until defaues be made
in the payment of the said sum of
One Thousand six hundred and eighty
two Dollars and twenty five cents either
in whole or in part and thereupon this
further trust that he his heirs and as-
signs shall and will so soon after the
happening of such defaues of payment as
he his heirs or assigns may think proper
or the said Russell Stebbins his heirs
or assigns shall require, sell the aforesaid
parcel of lot No. 43 and its premises with
its appurtenances together with all the
aforesaid personal property hereby ~~conveyed~~
or any part of the hereby granted premises
as the trustee or his representatives, hereby
authorized to make such proper to
sell to the highest bidder for ready money
at public auction after having posted the
time of sale at his own discretion and give
fifteen days notice thereof in one news-
paper printed in Calwona and out of the
monies arising from such sale after sat-
isfying the charges thereof and all other
expenses attending the premises pay to
the said Russell Stebbins his heirs or as-
signs the said sum of One Thousand
six hundred and eighty two Dollars
and 20 cents with the legal interest thereon
or so much thereof and the aforesaid prop-
erty will sell for after paying all ex-
penses as aforesaid and the balance if
any shal be paid to the said William
Coupland his heirs executors & 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
trustee 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 Copeland 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
of the said parties of these presents have
hereunto set their hands and affixed their
seals this day and date first above written
Sealed and delivered in the presence of Wm Copeland *(Seal)*
Renben Wade } Sase Sam W. Mardis *(Seal)*
Jacob D. Shelby } Russel Stebbins *(Seal)*
by Sam W. Mardis
agent and attorney 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 *(Signature)*

By his Deputy Abner Lawler

Recorded in Book A pages 42, 43, 44, 45 & 46
10th November A. D. 1824 - Joab Lawler Ck. G. L. C.
State of Alabama This day come before me
Shelby County } Abner Lawler deputy Clerk of
Shelby County Court the above named William
Copeland and acknowledged that he signed
sealed and delivered the above Deed of Trust
to the above named Sam W. Mardis for the
purpose therein mentioned this 8th day of Octo 1824.

Abner Lawler Dpy. CLK. Shelby Co. Ct.