Coupland Wm. & Bennett Ware
To
Rufus Stibbins
Mortgage 46.

The State of Alabama. } This Indenture made and
Shelby County. to wit } entered into this 27th day of
April in the year of our Lord one thousand eight hun=
dred and twenty four between William Coupland
and Bennett Ware (the debtors of the first part, and
Sam N. Mardis the trustee of the second part and
Rufus Stibbins the creditor of the third part.
Whereas the said William Coupland & Bennett Ware
are justly indebted to the said Rufus Stibbins, in
the sum of twenty six hundred and thirty five
Dollars, and ninety seven cents, by their notes, one for
thirteen hundred and sixteen dollars forty eight
cents, and the other for thirteen hundred and sixteen
dollars and forty nine cents, both of which notes
have been given and due 27th March 1824.
which debt with the legal interest thereon among
the said Coupland & Ware are 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 Coupland
& Ware paid by the said Sam N. Mardis the
trustee) at and before the sealing and delivery
of these presents, the receipt whereof is hereby
acknowledged by the said Coupland and Ware
hat given, granted, bargained, and sold aliened
enfeoffed, released and confirmed, and by these
presents doth give, grant, sell alien enfeoff
release and confirm to the said Sam N. Mardis
(the trustee) his heirs and assigns forever the following
lots to wit: Lot No. 47 and lot No. 42 lying
and being situate in the town of Huntsville in
the County aforesaid the first of which contains
two acres, and the other one half acre, known
and described in the plan of said town by lot
No. 47 & No. 42 also the following personal property
to wit: the present stock of goods on hand, and the
notes & account, in William F. Saunders hand
one dick & book case with all and singular the
appurtenances to the said described lots be=
longing or in anywise appertaining and all
the estate right Title and interest of the
said Coupland and Ware in and to the said
granted lots and premises with their ap=
purtenances together with the aforesaid personal
property hereby conveyed unto the said Sam
N. Mardis his heirs & assigns forever.

to the only proper use and behoof of the said Sam N. Mardis his heirs & assigns forever; and the said Coupland & Ware for themselves, their heirs, executors and administrators, doth hereby covenant & promise and agree and with the said Sam N. Mardis his heirs and assigns forever in the manner following, that is to say, that the said Coupland & Ware their heirs, executors and administrators the aforesaid lots No. 47 & 42 and their premises with their & each of their appurtenances together with all the personal property hereby conveyed unto the said Sam N. Mardis his heirs and assigns forever against all persons whatsoever shall and will warrant and forever defend by these presents upon trust, nevertheless, that the said Sam N. Mardis his heirs & assigns shall permit the said Coupland and Ware to remain in quiet and peaceable possession of the said lots, and their premises and the aforesaid personal property, hereby conveyed and to take the profits thereof to their own use until default be made in the payment of the said sum of twenty six hundred and thirty two dollars, and ninety seven cents, either in whole or in part, and upon this further trust that we his heirs & assigns shall & will so soon after the happening of such default of payment, as we his heirs & assigns may think proper, or the said Rufus Stebbins his heirs and assigns shall request sell the aforesaid lots No. 47 & 42 and their premises with their appurtenances together with all the personal property hereby conveyed and I am duly empowered to make full and complete title for the same or such part of the hereby conveyed premises as the said Trustee or his representative hereby authorized to act shall think sufficient for the purposes, and shall think proper to sell for the highest bidder for ready money at public auction after having fixed the time of sale at his own discretion and giving fifteen days notice thereof in any newspaper printed in Cahawba and out of the money arising from such sale, shall after satisfying the charges thereof and all other expenses attending the premises pay to the said Rufus Stebbins his heirs or assigns the said sum of twenty six hundred and thirty two dollars and ninety seven cents with the legal interest thereon or so much thereof as the aforesaid

property will sell for after satisfying all expenses as aforesaid and the remainder if any shall be paid to the said Coupland and wife, their heirs and 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 twenty six hundred and thirty two Dollars and ninety seven cents with legal interest shall not be paid on or before the said time appointed for selling the said property but if the said Coupland & wife their heirs, exors. or assigns or administrators does well and truly discharge and pay off the said sum of money on or before the first day of January next then this obligation to be void. otherwise to remain in full force & effect. In witness whereof we have hereunto set their hand & affixed their seals the day & date above written.

Sealed & delivered in presence of Coupland & Wife. seal
Witness N. Randall. Trustee Sam N. Wardwell seal
S. K. Clifton Rufus Stebbins
Cadiles Humphrey. by Sam N. Wardwell
agent & atty at Law.

I certify that this deed of trust was delivered to me to be recorded on the 8th day of October A.D. 1824 Jonah Lunder Clk. by his Dept. Abner Lunder.
Recorded Nov. 15th 1824.
Jonah Lunder. Clk. S. C. C.