Coupland & Wm & Bennett Ware To Sam W. Mardis & Russell Stebbins

The State of Alabama
Shelby County (Sworn) This Indenture made and entered into this 27th day of April in the year of our Lord one thousand eight hundred and Twenty four between William Coupland and Bennett Ware (the debtors) 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 Coupland & Bennett Ware are justly indebted to the said Russell Stebbins in the sum of Twenty Six hundred and Thirty two Dollars and ninety seven cents due by two notes - one for Thirteen hundred and sixteen Dollars and forty nine cents both of which notes were given and due 27th March 1824 which debt with the legal interest thereon accruing the said Coupland and Ware

paid 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 and Ware paid by the said Sam W. Mardis (the Trustee) at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged they the said Coupland and Ware hath given granted, bargained and sold aliened enfeoffed released and confirmed: and by these presents doth give grant sell alien infeoff release and confirm to the said Sam W. 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 Montevallo 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 Lots No. 47 and No. 42 - also the following personal property (to wit) the present stock of Goods on hand all the notes and accounts on William J. Gambles, hands. one Desk One Book Case with all and singular the appertenances to the said described lots or belonging or in any way appertaining to all the Estate right title and interest of the said Coupland and Ware in and to the said granted lots and premises with their appurtenances together with the aforesaid personal property hereby conveyed into the said Sam W. Mardis his heirs and assigns forever unto the only proper use and behoof of the said Sam W. Mardis his heirs and assigns forever, and the said Coupland and Ware for themselves their heirs Exrs and Administrators doth hereby covenant promise and agree to and with the said Sam W. Mardis his heirs and assigns forever in the manner following that is to say that the said Coupland and Ware their heirs and Exrs and Administrators the aforesaid lots No. 47 & 42 and their premises with their and each

of their appurtenances together with all the personal property hereby conveyed unto the said Sam W. 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. W. Mardis his heirs and assigns shall permit the said Coupland and Ware to remain in quiet and peaceable possession of the 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 Seventy six hundred and thirty two Dollars and ninety seven cents either in whole or in part and upon this further trust that the his heirs admr or assigns shall and will so soon after the happening of such default of payment as he his heirs and assigns might think proper or the said Russell Stubbins his heirs or assigns shall request sell the aforesaid Lots No. 67 & 42 and their premises with their appurtenances together with all the personal property hereby conveyed and are hereby empowered to make full and complete titles for the same or such part of the hereby conveyed premises as the said Trustee or his representatives hereby authorized to act shall think proper sufficient for the purpose and 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 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 Russel Stubbins his heirs or assigns the said sum of Seventy 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 Ware, 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 of said property; but if the said Coupland and Ware their heirs Exrs or administrators do 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 and effect. In witness whereof the said parties to these presents have hereunto set their hands and affixed seals this day and date above written.

Sealed and delivered in presence of
Witnesses:
W. Randall
G. K. Clifton
Carlisle Humphreys

Coupland Ware (Seal)
Trustee Sam W. Mandis (Seal)
Russell Stebbins (Seal)
by Sam W. Mandis
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 a. D. 1824.

Joab Lawler Clerk
By his Deputy
Abner Lawler

Recorded November 15th 1824.
Joab Lawler Clk S.C.C.