

Blythe B. K.
Watson D. E.
Humphreys Carlisle

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This Indenture made this 14 day of January in the year of our Lord eighteen hundred and twenty six between George K. Blythe of the first part, Daniel E. Watson of the second part, & Carlisle Humphreys of the third part. (Witnesseth) Whereas the said George K. Blythe is justly indebted to the said Carlisle Humphreys in the sum of one hundred and eighty dollars to be paid on the first day of January in the year of our Lord eighteen hundred & twenty seven as by a Judgment lately obtained in the County Court of Shelby County and also by two promissory notes, of bond the one for fifty the other for fifty five dollars now in the possession of the said Carlisle Humphreys upon both of which suits are now commenced in the County Court, fully appears which debts with legal interest the said George K. Blythe is willing to secure. Now this indenture witnesseth that for and in consideration of the premises and also for the further consideration of the sum of one dollar to the said George K. Blythe in hand paid by the said Daniel E. Watson at and before the making & delivery of these presents, the receipt whereof is hereby acknowledged, the said George K. Blythe hath given, granted, bargained, sold, aliened & conveyed released & confirmed and by these presents doth grant bargain, sell, alien, release & confirm the said Daniel E. Watson his heirs assigns forever, all that parcel or lot of land lying & being in the town of Montevallo in Shelby County, State of Alabama being the lot on which the said George K. Blythe now lives and designated in the plat of survey of said town as the north part of lot No. 18. or old & Jack Shackleford at the original sale of said town and bounded on the North East by lot purchased by Ezekiel Henry and on the South West by the section of

of lot 18. now owned by James Hancock, being twenty feet in front & containing one half acre be the same more or less, together with all the buildings thereon standing with all and singular the appurtenances to the said parcel or lot of land belonging or in anywise appertaining and all the estate till & intent of the said George K. Blifton in and to the said lot or parcel of land & premises. To have and to hold the said hereby granted lot or parcel of land & premises with its appurtenances unto the said Daniel E. Waters his exors adm- ministrators and assigns forever to the only prop- erty in and behoof of the said Daniel E. Waters his heirs, exors, adm- ministrators and assigns forever, & the said George K. Blifton for himself, his heirs, exors, adm- ministrators debt hereby covenant, promise & agree to & with the said Daniel E. Waters his heirs & assigns forever in manner & form following, that is to say - That the said George K. Blifton his heirs & assigns the aforesaid lot or parcel of land and premises with the buildings thereon standing and hereby conveyed unto the said Daniel E. Waters his heirs & assigns against all persons whatsoever, shall and will forever warrant and forever defend by their presents upon trial nevertheless that the said Daniel E. Waters his heirs & assigns shall permit the said George K. Blifton to remain in quiet & peaceable posses- sion of the said lot or parcel of land with the appurtenances until default be made in the payment of the said sum of one hundred & eighty dollars, with the costs of the said two suits upon the said two promissory notes now pending either in the whole or in the part or then upon this further trust - That the said Daniel E. Waters, his heirs & assigns shall and will so soon after the happening of such default of payment as he or his heirs or assigns shall think proper or the said Charles Humphreys his exors or adm- ministrators or assigns shall request, sell the said tract of or lot of land & premises with the buildings thereon standing with the appurtenances or such part of the hereby granted premises as the trustee or his repre- sentative hereby authorized to act shall think sufficient for the purpose, and shall direct

proper to sell, to the highest bidder at public auc-
 tion for ready money or upon such terms as may
 be deemed best for raising the said sum of one
 hundred & eighty dollars after having fixed the
 time & place of sale at his own discretion & given
 thirty days notice in one of the newspapers printed
 in Cahaba or Tusculosa & also notified the same by
 advertisement set up in one or more public places
 in Shelly County previous to the day of sale & out of
 the moneys arising from said sale after satisfying
 the said charges thereof & all other expenses attending
 the premises pay to the said Carlisle Humphreys
 his exors or assigns the said sum of one hun-
 dred and eighty dollars with all lawful interest
 that shall have accrued thereon together with the
 costs of the said two suits now pending in the County
 Court of Shelly County & the balance if any shall pay
 to the said George K. Leighton. But if the whole of the
 said one hundred & eighty dollars with the costs of the
 said two suits now pending are discharged to the
 said Carlisle Humphreys on or before the day when
 the same is payable so that no default be made in
 the same in whole or in part then this indenture to
 be void else to remain in full force & virtue.

In witness whereof the said parties to their parents
 have hereunto set their hand & affixed their seals
 this the fourteenth day of January eighteen hun-
 dred and twenty six

Read & defined in presence of
 N. Brandall, George K. Leighton
 M. H. McHenry, Daniel E. Nations
 Robt. Caldwell, Carlisle Humphreys
 by his atty in fact, J. D. Shelly.

Real
 Seal
 Seal

The State of Alabama }
 Shelly County }
 Court of said County }
 and Robt Caldwell subscribing witnesses to the fore-
 going deed who being first duly sworn deponeth
 & saith that they saw the above named parties to the
 within deed whose names are subscribed therein
 sign, seal & deliver the same for the purposes therein
 mentioned & that they deponeth subscribed their names
 as witnesses therunto in presence of the said parties
 and in the presence of each other, on the day & year
 therein named, Given under my hand and seal
 at Montevallo in the County & State of said this
 thirtieth day of August. Eighteen hundred & twenty

six.

Joab Lawler Deaf
Judge of Shelby County Court,
Revised September 28th 1826.

James Estill ch. C. C.