Daugherty & Gamble. To Edwin Butler. Page. 46.

This Indenture made this fourth day of April in the year of our Lord one thousand eight hundred and twenty eight between John Daugherty of the first part, William Gamble and Edwin Butler of the third part, Witness the said John Daugherty is justly indebted to the said Edwin Butler, in the sum of five thousand dollars to be paid on the first day of July 1828. due by book account, for goods sold which debt the said John Daugherty is willing and desirous to secure now this Indenture, Witnesseth: that for

and in consideration of the premises and
also for the further consideration of one
dollar to the said John Daugherty in hand
paid by the said William J Gamble at and
before the sealing and delivering of these
presents the receipt whereof is hereby acknow-
ledged, he the said John Daugherty hath grant-
granted, bargained, sold aliened enfeoffed
released and conveyed and confirmed and
by these presents doth give grant bargain
sell alien release, and confirm to the said
William J. Gamble, his heirs & assigns for-
ever that tract or parcel of land lying and
being in the County of Shelby in the State
of Alabama, it being the East half North
East quarter, Section no 9 Township No. 24
Range 12 E. containing eighty acres, be the
same more or less, also the following personal
property, a corn house now in the possess
of the said John Daugherty it being the same
purchased by him of Williams Saunders
also a brown bell faced horse now in his
possession it being the horse purchased by
said Daugherty of Grey Nabors also a bay
mare in said Daughertys possession and the
only mare belonging to the said Daugherty
also all the notes & accounts belonging to said
Daugherty owned by him for goods sold
in Montevallo and the notes given to him
by said Lovelady Grey Rupe for the purchase
remainder of his stock of goods lately
belonging to the said Daugherty and by him
sold to said Lovelady & Russion. Also the house-
hold furniture belonging to the said John Daugherty
consisting of one clock, two looking glasses
and a Mahogany table with all and sin-
gular the appurtenances to the said tract or
parcel of land, and premises. To have
and to hold the said hereby granted &
intended to be granted tract of land and
premises with its appurtenances together
with all the personal property hereby convey-
ed unto the said William J. Gamble, his
heirs, executors, administrators and assigns
forever in manner & form following
to wit; that is to say: The said John Daugherty

his heirs executors and administrators the aforesaid tract or piece or parcel of land, and premises with its appurtenances together with all the property hereby conveyed unto the said William J. Gamble his heirs, executors, administrators and assigns against all persons whatsoever shall and will warrant, and forever defend by these presents: provided that the said William J. Gamble, his heirs, executors, administrators and assigns shall permit the said John Dougherty to remain in quiet and peaceable possession of the said tract or parcel of land and premises and all the personal property hereby conveyed and take the profits thereof to his own use=until default be made in the payment of said sum of two thousand dollars in the whole or in part, and then upon this further trust that the said William J. Gamble his heirs executors administrators and assigns or the survivor of them shall and will as soon after the happening of such default, of payment, as he his heirs, executors, administrators or assigns shall request, sell the said tract of land and premises with the appurtenances and the hereby granted personal property or such part of the hereby granted premises as the trustee or his representative is hereby authorized to act shall think sufficient for the purpose, and shall think proper to sell, to the highest bidder for cash, at public auction after having fixed the time & place of sale, at their discretion and giving twenty days notice thereof in one or more newspapers published in Selma, and also notified the same by advertisement to be set up at the door of the Court House of Shelby County for twenty days previous to the sale, after satisfying the charges thereof and all other expenses attending the premises, pay to the said Edwin Butler his executors, administrators and assigns the said sum of two thousand dollars, with interest thereon which may lawfully become accrued and the balance if any shall pay to the said John Dougherty his heirs, executors, administrators and assigns. But if the whole of the said sums of two thou=

said dollars shall be fully paid off & discharged to the said Edwin Butler his executors, administrators or assigns on or before the first day of July 1828, when the same is payable, so that no default of payment, of the said sum, of five thousand dollars, be made, then this indenture to be void else to remain in full force and effect & virtue In testimony whereof the said parties to these presents have hereunto set their hands & affixed their seals, the day & year first above written

John Doughty (Seal)
Wm. J. Gamble (Seal)

Edwin Butler (Seal) Sealed & delivered in presence of
Daniel E. Watkins, I. H. Shelby. William Cavendish