Sudbury
Thomas Griffin
to
Denis McLenden
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This indenture made the thirteenth of Sep the year of our Lord one hundred eight hundred + thirty six between Denis McLenden debtor of the first part + John Sudbury of the second part + Thomas Griffin the creditor of the third part whereas the said Denis McLenden is justly indebted to the said Thomas Griffin five hundred dollars as by bond being dated the 4 day of Jan one thousand eight hundred + thirty five more fully appears which debt with the legal interest thereon advancing also the said Thomas Griffin is bound as security in three notes first for seventy three dollars being date the 7 day of Dec eight hundred + 30 payable to David Merritt due the 26 day of Dec eighteen hundred + 36 second note bearing the same date for seventy seven dollars made to Oliver Byram date the 26 of Dec eighteen hundred + 36 there note for one hundred + 50 dol

bearing date the 7 day of Dec eighteen hundred & thirty five due the 25 day of Dec eighteen hundred 37 payable the Order Ryram the said David M Lendon is willing & desirous to secure one this indenture witnesseth that for & in the consideration of the presents & also for the further consideration of one dollar to the said Denis M Lendon in hand paid by the said John Sedbury & before the sealing & delivery of the presents the receipt whereof is hereby acknowledged he the said Denis M Lendon hath given granted bargained & sold alienee infeoff release & confirm & by the presents doth give grant bargain & sell alien infeoff release & confirm the said John Sedbury his heirs & assigns forever all that tract or parcel of land lying & being the county of Shelby & state of Ala containing one hundred & thirty the same more or less being the south east quarter of section the south east quarter section no 28 ~~township~~ Township no two range 3 west in the district of Tuscaloosa also the north east quarter of the south east of sec no 28 Township no 20 range 3 west in the sec of Tuscaloosa also all my crops of corn & cotton now in hand to gether with six heads of cattle four head of sheep & all my stock of hogs & the increase there of with all & singular the appertenances or parcel of land belonging or in any wise appertaining & all the estate right title & interest of the said Denis M Lendon in & to the said agreed or intended to be hereby granted tract of parcel of land & premises to have & to hold the said hereby granted or intended to be hereby granted tract or parcel of land & premises cattle crops of corn cotton cattle sheep & hogs & the further increase thereof & all other property hereby conveyed unto the said John Sedbury his heirs executors & administrators assigns forever to the only proper use & behoof of the said John M Sedbury his heirs executors administrators & assigns forever & the said Denis M Lendon for himself his heirs executors administrators hereby conveyed premises & agree to & with the said John M Sedbury his heirs executors & assigns forever in mentioned from following there is to say that the said Denis M Lendon his heirs executors administrators aforesaid tract or parcel of land & premises with their appurtenances together with the aforesaid crops of corn cotton cattle sheep & hogs & their increase

thereof & all other property hereby conveyed unto the said John M Ledbury his heirs executors administrators & assigns against all other persons whatsoever shall & will warrant & forever defend by these presents after trust nevertheless the said John M Ledbury his heirs executors administrators shall permit the said Denis M Lendon to remain quiet possession of the said tract or parcel of land & premises with its appertenances together with the crop corn cotton cattle sheep & hogs hereby conveyed & take the profit there of to his own use untill default be made in the payment of the said sum either in whole or in part & then upon this further trust the said John M Ledbury his heirs executors administrators or assigns shall & will as soon after the happening of such default of payment as they or any or either of them or the survivers of them or their heirs executors administrators assigns such survivors may think proper or the said Thomas Griffin his heirs executors administrators or assigns shall request sell the said tract of land & premises with the appertenances together with all other property benefited or such apart of the hereby granted premises as the trust or his representatives hereby or otherwise to act shall there suffice for the purposes & shall think proper to sell to the highest bidder for ready money at public auction after being fixed the time & place of sale at their own description after given thirty days notice in three or more public places in the county of Shelby & state of Ala & out of the money deriving from such sale shall after satisfying the charges thereby & all the other expenses attending to the premises pay to the said Thomas Griffin his heirs & assigns executors administrators the said sum of eight hundred dollars with interest which may thereon lawfully have allowed & the balance if any shall pay to the said Denis M Lenden his heirs executors administrators assigns but if the whole of the said sum of eight hundred dollars shall be fully paid off & discharged to the said Thomas Griffin his executors administrators or before the 25 day of Dec eighteen hundred & 87 which the sum is payable so that no default of payment of the said sum of eight hundred dollars be made then this indenture to be void or else to remain in full force & virtue in witness whereof the said parties to this presents have hereunto set their hands & affixed their seals the day & year first above written entirely before signed sealed & delivered in the presence of George

S Garr John B Oldham Alfred Griffin

his
Lewis X Mr Lendum Seal

John W mark Gendbury Seal

Thomas Griffin Seal

Filed for Record the 25 Oct 1836 & Recorded 8 Dec 1837

O B Harris Clk