Rose Jas. R. to Hall & Ryan. Page 181.

The State of Alabama } This indenture
Shelby County. } made and entered
into this the eighteenth day of November
in the year of our Lord eighteen hundred
and thirty six between Jamis R. Rose of
Shelby County, Ala, of the first part and
Martin K. Ryan & L. M. Hall merchants &
partners in trade under the name & style
of Hall & Ryan of the other second part
of the same County & State, Witnesseth:
that the said Jamis R. Rose is justly in-
debted to the said Hall & Ryan in the sum
of one hundred and fifty six dollars by
four several promissory notes for thirty
nine dollars each due the 25th day of
December next dated the 17th day of Novem-
ber 1836; and also in the further sum
of one hundred and twenty five 49/100
Dollars by three several promissory notes
for forty one 83/100 Dollars, each dated the
17th day of November 1836, and due one
day after date thereof as will more
fully appear, reference being had to
the said several notes which whole
said debts the said Jamis R. Rose of the
first part is willing and desirous to
secure to be paid to the said Ryan
& Hall of the second part, their executors
administrators or assigns, now therefore in
consideration of the premises and also
for the further consideration of the

sum of one dollar to the said James R. Rone in hand paid before the sealing of this indenture by the said Hall & Ryan the receipt whereof the said Rone hereby acknowledged the said James R. Rone hath given, granted, bargained and sold and by these presents doth give, grant bargain sell and convey unto the said Hall & Ryan their heirs & assigns forever the following designated tract of land to wit: the North West quarter of the South East quarter of section one township 21 of range one East, containing thirty nine 93½/100 acres, more or less lying in Shelby County Ala. and Tuscaloosa land district together with all and singular the premises with its appurtenances thereunto belonging or in anywise thereto appertaining and also one set of Blacksmith tools and one common wooden clock to have and to hold to the said land & premises with its appurtenances together with the personal property above mentioned unto the said Hall & Ryan their heirs executors, administrators and assigns forever, to the sole and only proper use benefit and behoof of the said Hall & Ryan their heirs and assigns forever, and the said James R. Rone doth for himself, his heirs executors, and administrators the aforesaid land & personal property unto the said Hall & Ryan, their heirs & assigns so warrant and will forever defend upon trust nevertheless that the said Hall & Ryan shall permit the said Rone to remain in quiet and peaceable possession of the said land & premises, together with the personal property and take the profits thereof to his own use until default be made in the payment of the said sum of money above specified either in whole or in part. on the first day of January next and upon this further trust that the said Hall & Ryan, their heirs executors, administrators or assigns, shall at any time after the happening of such default on the first day of January next as they their heirs, executors, or administrators or assigns shall or may think proper sell

the said tract of land & premises and also said personal property at Wilsonville Shelby County Ala. to the highest bidder either for cash or on time as they may choose first giving ten days notice thereof at three or more public places, in said County of the time & place of sale, and out of the monies arising from such sale, shall after satisfying the expense attending the same retain the amount of said note with legal interest thereon if sufficient the balance, if any shall pay over to the said James R. Rone his heirs, executors, administrators or assigns if not sufficient to satisfy the whole sum, then the amount that may be received to be credited on the first due &c, but if the whole sum specified shall be fully paid, satisfied and discharged on or before the first day of January next so that no default be made & then the same being in default hereon, by said Hall & Ryan & the same to be void. The said & Ryan having by this indenture express authority to make good titles to the purchaser of said lands & property should the same be sold.

James R. Rone (Seal)
Hall & Ryan. (Seal)

The State of Alabama } Shelby County. } Personally appeared before me A. A. Sturtt a justice of the Peace in and for said County the above named James R. Rone, & L. M. Hall one of the firm of Hall & Ryan, and severally acknowledged that they signed sealed the above deed of trust on the day and for the uses mentioned for the purpose and considerations therein expressed. &c. In witness of which I have set my hand & seal this the 18th day of Nov. A.D. 1836.

A. A. Sturtt (Seal)
J.P.

Filed for record the 18th November 1836 and recorded the 14th February 1837.

O.B. Harris Clk.