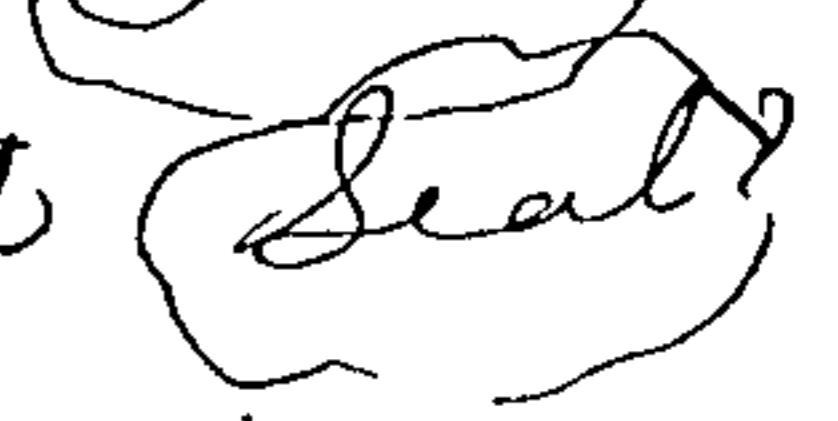


Wells &
D.
Sturte
H Pgs 1

In the state of Alabama { This indenture to extend into this the
Shelby County } 13th day of March AD 1837 of Shelly Gaddis
Ala of the one part and Major D Sturte of Shelby Co
Ala of the other part witnesseth that the said John
Wells is justly indebted to the said Mr D Sturte in the
sum of one hundred & fifty dollars as by promissory notes
of this date now fully appears one half due the 26th of December
1837 & other date 26th of Dec 1838 which said notes the said John
Wells is willing & desirous to receive to be paid to the said Mr D
Sturte as well his heirs & assigns now therefore for & in consideration
of the premises & for the further consideration of one dollar
to the said John Wells in hand paid by the said Mr D
Sturte at & before the sealing & delivering these presents the
receipt whereof is hereby acknowledged the said John Wells hath
given granted bargained & sold & by these presents do give
grant bargain sell & convey unto the said Mr D Sturte his
heirs & assigns for ever following tract or parcel of land
lying & being in the County & State aforesaid of Tuscaloosa
land district being the N $\frac{1}{4}$ of of N $\frac{1}{4}$ section 33 Township
20 range one east the place in which I now reside to gether
with all & singular the premise with the appertaining thereto
belonging in anywise there unto appertaining
to have & to hold the said land & premises with its
appertaining all my right title interest claim demands
either in land or in equity unto the said Mr D Sturte
his heirs & assigns forever to their own proper use benefit
& being of the said Mr D Sturte his heirs & assigns & the
said John Wells doth by these presents for himself his
heirs executors & administrators against the lawful claims
or demands of all & every person or persons whatsoever warre
nts & defend the same to Mr D Sturte his heirs & assigns
forever upon trust nevertheless that the said Mr D Sturte
shall permit the said John Wells to remain in quiet
& peaceable possession of the said land & premises & to take
the profits thereof to his own use unto default be made in
the said sum of one hundred & fifty dollars either in
whole or in part & then upon further trust that the
said Mr D Sturte his heirs executors administrators or
assigns shall so soon after the happening of each default
as he has heirs executors administrators or assigns
may think proper sell the said tract or parcel of land &
premises at the court house door of said County
to the highest bidder giving ten days notice thereof at
two public places in said County for cash & out of the
money accruing from such sale shall after satisfying
the charges & expenses of such sale claim the amount
of said notes with interest thereon that may have
accrued of sufficient the balance if any shall pay to

(2)

the said John Wells his executors administrators but of
 the whole sum of one hundred & fifty dollars shall be paid
 off & discharged to the said M D Sterrett his heirs & assigns
 on or before the maturity of said notes so there no default
 be made in the payment thereof then the same to be null &
 void also to be remainder in full for effect the said M D
 Sterrett having full power by these presents to make good
 title to the purchaser should the same be sold it will
 witness our hands & seal this the day 3 years above forth
 witness

John Wells 
 Mayor D Sterrett 

State of Alabama

Shelby County This day personally came before me
 C B Harris Clerk of the Circuit Court for said county
 John Wells Mayor D Sterrett whose names are assigned
 foregoing deed acknowledged that they severally signed &
 sealed the same for the use & purposes thereon contained
 on the day & year thereon mentioned. On testimony where
 of I have hereunto set my name & affixed seal of office at
 office the 16th day of March A D 1837.

C B Harris Clerk

Filed for Record 16th day of March 1837 & Recorded 10th 1837

C B Harris Clerk