Smith
to
Reding
H Page 118

State of Alabama
Shelby County } This indenture made this 4 day of Feb A D 1889 between Joseph Smith of the first part & David Reding of the other part whereas the Joseph Smith is justly indebted the said David Reding in the sum of Seventy five dollars to be on the first day of Jan 1840 as by a bond bearing date on the day of Feb 1889 more fully appears which debt with legal interest thereon according the said David Reding is willing & desirous to secure now this indenture witness that for & in consideration of the premises & also for the further consideration of one dollar to the said Joseph Smith in hand paid by the said D Reding at & before the sealing & delivering of these presents the receipt whereof is hereby acknowledged he the said Joseph Smith hath given granted bargain aliened enfeoff off released & confirmed & by these presents doth give grant bargain & sell alien in fee off & release & confirm to the said D Reding his heirs & assigns forever all that tract or parcel of land lying & being in the county of Shelby in the state of Ala containing 40 10/100 acres discribed as followes to wit W. 1/4 of NW 1/4 sec no 8 T no 21 R no 4 west being in Shelby containing & Tuscaloosa land district also one house & stock viz one sorell horse 7 or 8 year old & eight head of cattle with the following marks viz smu crop
off the right & half crop on the under side of the left ear with all & singulars the appurtenances to the said tract or parcel of land belonging or in any wise appertaining & the further increase of said stock & all the estate rights title & interest of the said Joseph Smith to the said granted or intended to be hereby granted tract or parcel of land & premises to have & to hold the hereby granted or intended to be hereby granted tract or parcel of land & premises with its appurtenances together with the aforesaid horse & stock & the increase of said stock & all the other property

hereby conveyed unto the said Reding his heirs ex
ecutors & administrators & assigns forever to the only
proper use & behoff of the said Reding his heirs
executors & administrators & assigns forever & the said
Smith for himself his heirs executors & administra
tors doth hereby covenant promise & agree to & with
the said Reding & his heirs executors & admini
strators & assigns forever in manner & form following
that is to say that the said Smith his heirs exe
cutors & administrators the aforesaid tract or parcel
of land & premises with there appertenances together
with the aforesaid horse & stack he conveyed unto
the said Reding his heirs executors & administra
tors & assigns against all person whatever shall
& will warrant & forever defend by these presents
upon trust nevertheless that the said Reding his
heirs & shall permit the S Smith to remain in
quiet & peaceable possession of the said tract or
parcel of land & premises with its appertenances
together with the aforesaid horse & stack conveyed
& state the profits thereof to his own use until
default be made in the payment of the said sum
of seventy five dollars either in the whole or in
part & then upon this further trust that he or
his heirs executors administrators or assigns
may think proper or must sell the said tract of
land & premises with the appertenances together with
the aforesaid property or such part of the hereby
granted premises shall think sufficient for the
said purpose & shall think proper to sell to the
highest bidder for ready money at public auction
after having fixed the time.

Lost from page 118 to 136.

~~Appertaining belonging to said land & premises & S said~~

State of Alabama
Shelby County } Before me John Singleton a J P for
said county came Zachariah Neal who acknowledged
that he signed the foregoing deed to Edmond Fillorry on the
day & date therein named Given under my hand & seal
this 9 March 1837

Jno Singleton J.P.

Filed for Record 9 Oct 1838 & Recorded 10 Feb 1839
D B Davis Clk