Eli Faucher To D. E. Watrous 166

This Indenture made this 8th day of August 1839 between Eli Faucher of the first part & Daniel E. Watrous of the second part whereas the said Eli Faucher is justly indebted to Bright and Ledyard merchants in Mobile in the sum of One Thousand and Thirty Dollars with interest from sum in the spring of 1839 for which said David E. Watrous is security which said sum of about One Thousand and Thirty Dollars was due in the spring 1839 - secured by note reference to which is hereby had & which said debt the said Eli Faucher is anxious and willing to secure and also to secure the said Daniel E. Watrous herein against all loss in consequence of being security for said debt now this indenture witnesseth that for and in consideration of the premises and also for the further sum of one Dollar to the said Eli in hand paid by the said Danl E. Watrous this receipt whereof is hereby acknowledged he the said Eli Faucher has given granted bargained and sold and by these presents doth give grant bargain and sell unto the said Danl E. Watrous his heirs and assigns forever that Tract or parcel of Land situated in the Town of Montevallo and known as lot No. 17 in the plat of said Town also the following personal property viz: one Brown horse saddle and bridle one stock of goods consisting of dry goods and groceries being the present stock now on hand with all the appurtenances to the parcel of land and all the estate right title and interest of the said Eli Faucher to the said granted or intended to be granted land and premises To have and to hold the said hereby granted land and premises and all the personal property hereby conveyed unto said Danl E. Watrous his heirs executors administrators and assigns forever to the only proper use and behoof of the said Danl E. Watrous his heirs administrators and assigns forever and the Eli Faucher for himself &c the said Tract of land and premises and the said personal

property his wife by these presents forever warrant & defend unto the said Danl E. Watrous against the claim of all persons whatsoever upon trust nevertheless that the said Danl E. Watrous shall permit the said Eli Faucher to remain in quiet pa - of the said lot of land and premises and the said horse and goods till the demand of payment of the said debt of one Thousand and Thirty Dollars with the interest - and it is further agreed that the said Eli Faucher is to continue to sell the said goods & the proceeds of the sale thereof to be applied to the payment of the said debts but only at the pleasure of the said David E. Watrous and upon the further trust that the said Danl E. Watrous if in his judgement he shall think proper or the said Bright & Ledyard shall request, shall sell the said lot of land and premises with the said personal property to the highest bidder at public auction for ready at Montevallo having given twenty days notice of the time & place of said sale by advertisement put up at some public place in the Town of Montevallo and out of the monies of said sale shall after satisfying the charges thereof thereof pay to the said Bright & Ledyard the said debt with interest arising thereon and the balance if any shall pay to the said Eli Faucher his heirs administrators or assigns But further should the said Eli Faucher pay or satisfy the said debt and interest in any other manner before said sale or when payment shall be demanded then this interest to be void else to remain in full force and virtue In witness whereof the said parties to these presents have hereunto set their hands and affixed their seals the day and year first above written

Sealed and delivered in presence of
John S. Storrs
Thos. D. McAuley
James B. Smith

Eli Faucher (Seal)
D. E. Watrous (Seal)

Personally appeared before me John McBlonahan an acting Justice of the Peace in and for the County of Shelby Alabama John S. Storrs one of the subscribing witnesses to the within deed and made oath that the said

parties of in his presence executed and delivered same in his presence and in the presence of the other witnesses who with him signed the same as subscribing witnesses - acknowledged and delivered in their presence for the purposes therein mentioned - Sworn To & subscribed before me 21st August 1839 -

John S. Storrs

J M McClanahan
Justice of the Peace

Filed for record August 21st 1839 and record the 6th of September 1839 - Noel Mason Clk.