Willis F. Calloway & Beverly T. Calloway Trust Deed To H. Perkins President of the Bank 701

This Indenture made this Fourteith day of October A.D. 1839 between Willis F. Calloway and Beverly T. Calloway the debtors of the first part, Orville Eastland, the Trustee of the second part, and the President and directors of the Bank of the State of Alabama, the creditors of the thirs part, whereas the said Willis F. and Beverly T. Calloway are jointly indebted to said president and directors of said Bank, in the sum of nine hundred and thirty four 27/100 Dollars due as follows, one note dated 12th October 1839 due the 1st May 1840 for the sum of one hundred dollars, one same date, due first day May 1841 for the sum of one hundred and fifty dollars, one same date due first May 1842 for one hundred & fifty Dollars one same date, due first May 1843 for the sum of one hundred and fifty Dollars, one for the same of one hundred and fifty dollars same date due the first day of May 1844, and one same date due first day of May 1845, for the sum of Two hundred and thirty four 27/100 Dollars, as by their several notes bearing date as above stated more fully appears which debt the said Willis F. and Beverly T. Calloway are willing and desirous to secure have this indenture witnesseth that for and in consideration of this premises and also for the further sum of one dollar to the said Willis F. and Beverly T. Calloway in hand paid by the said Orville Eastland the Trustee at and before the sealing of these presents, the receipt whereof is hereby acknowledged, they the said Willis F. and Beverly T. Calloway have given granted bargained and sold and by these presents do give grant, bargain and sell and convey to the said Orville Eastland his heirs and assigns forever all that tract and parcel of land known as the NW¼ of SW¼ Section 31, range 15 and also the SE¼ of NE¼ Section 36, Range 14 and both being in Township 23, with all and singular the appurtenances to the same belonging and all the estate

of the said Willis H. and Beverly T. Calaway in and to the said lands to have and to hold the same to the said Orville Eastland his heirs and assigns upon trust nevertheless that the said Orville Eastland his heirs and assigns permit the Calaways to remain in quiet and peaceable possession of the said land and take the profits thereof to themselves until default be made in the payments of the said several lands or any of them and these the said Orville Eastland his assigns shall and will so soon after the happening of such default of payment as he may think proper or the said President and directors of the Bank of the State of Alabama or their successors in office shall request sell the said lands to the highest bidder for cash at public auction in the Town of Columbiana after giving due notice by advertising at least thirty days in three public places in the County and out of the money arising out of the sale of said land after paying the charges thereof shall pay the said president and directors of said Bank the said sums as aforesaid and the balance of any pay to the said Calaways their heirs and assigns &c But if the whole of the said sum of money shall be paid to the said President & directors of said Bank upon or before the several dates on which the said debt as above stated shall become due then this obligation to be void else to remain in full force and affect - In Testimony whereof the said parties to these presents have hereunto set their hands and seals the day and date first above written.

Willis H. Calaway (Seal)
Beverly T. Calaway (Seal)
Orville Eastland (Seal)
H. Perkins. Pres't. (Seal)
By O. Eastland agent of the Bank of the State of Alabama.

Signed sealed & delivered in presence of
Jacob Miles
Henry Jarrett

Acknowledged before me Henry Hendley a Justice of the Peace of the Peace the same day October this the 12 day 1839 - Filed for record the 18th of October 1839 & recorded the same day.

Noel Mason clk.