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Phillip Payne, Deed Trust John M. Sadberry.

The State of Alabama, Shelby County.
This Indenture made and entered into this the Seventh day of February in the year of our Lord one Thousand eight hundred and forty between Phillip Payne of the first part George J. Ford

of the second part and John W. Sadberry of the third part whereas the said Philip Payne is justly indebted to Garland Oldham in the sum of forty four Dollars and seventy three cents by note bearing date the seventeenth of February one thousand eight hundred and forty payable the twenty fifth day of December next and the said John W. Sadberry being bound with him the said Philip Payne in said note as security as more fully appears which debt the said Phillip Payne is willing and desirous to secure now this indenture, witnesseth that in and for the consideration of the premises and the further consideration of the sum of one Dollar to him in hand paid by the said George J. Ford at and before the signing sealing and delivering of these presents the receipt whereof is hereby acknowledged he the said Phillip Payne hath given granted bargained, sold enfeoffed and released and confirmed and do by these presents give grant bargain sell enfeoff release and confirm to the said George J. Ford him his heirs & assigns forever one Brown mare & mule Colt to have and to hold the said granted or intended to be granted mare & mule colt to the said George J. Ford his executors, administrators & assigns forever to the only proper use & behoof of the said George J. Ford his heirs executors administrators and assigns forever and the said Philip Payne doth for himself his heirs, executors administrators hereby covenant and agree to and with the said George J. Ford his heirs, executors, administrators & assigns forever in manner and form following, viz: the said Philip Payne his heirs, executors, administrators the aforesaid mare & mule hereby conveyed unto the said George J. Ford shall warrant and forever defend by these presents upon trust nevertheless that the said George J. Ford his heirs &c shall permit the said Philip Payne to remain in quiet & peaceable possession of the aforesaid mare & mule and take the profits thereof to his own use until default be made in the payment of the sum of forty four Dollars and seventy three cents either in the whole or in part and then upon this further trust that the said George J. Ford so soon after the happening of such default of payment as

he or any of his executors or administrators or either of them may think proper to sell at public auction first fixing the time and place of sale and give twenty days notice to advertise at some three public places in said county of Shelby and out of the moneys arising from such sale shall pay to Garland Oldham the sum of forty four Dollars and Seventy three Cents and the lawful interest which may have thereunto accrued and the balance if any shall pay to the said Philip Payne his heirs, executors or but if the whole of said sum of forty four Dollars & Seventy three cents should fully off and discharge to the said Garland Oldham when the same falls due so there is no defaulet of payment in said sum then this indenture to be void else to remain in full force and effect - In Testimony whereof we have hereunto set our hands and affixed our seals the day and year first above written -

Phillip Payne (Seal)
George J. Ford (Seal)
John W. Sadberry (Seal)

Test: Garland Oldham
Thomas S. his mark Oldham

The State of Alabama, Personally come before me
Shelby County } Edward Bailey an acting Justice of the peace in and for said County Philip Payne George J. Ford and John W. Sadberry and severally acknowledged that they signed sealed and delivered the foregoing instrument on the day and year therein mentioned for certain purposes therein contained this the seventeenth of February 1840. Edward Bailey J. Peace.

Filed for record 17th Feby 1840 & recorded 3-day of March A.D. 1840.
Noel Mason Clk.