267

Lewis S. Tulain
Deed Trust
Jared Bates Trustee
Joseph Skinner
Bennet M. Smith

The State of Alabama, Shelby County.

This Indenture made and entered into this 18th day of February Eighteen hundred and forty between Lewis S. Tulain the debtor of the first part and Jared Bates the Trustee of the second part and the several persons hereafter mentioned as creditors witnesseth that the said Lewis S. Tulain is justly indebted to the Bank of the State of Alabama in the sum of four hundred and fifty dollars due the 1st to 4th April next for the payment of which Joseph A. Skinner and Bennett Smith are his securities; And whereas also the said Lewis S. Tulain is justly indebted to Bennett Smith and Thomas Smith in the sum of one hundred and fifty Dollars for beef cattle purchased of them due the first day of March next and whereas the said Tulain is desirous to secure said Skinner and Smith his securities in the Bank and also said Bennett Smith and Thomas Smith - Now know ye that the said Lewis S. Tulain for and in consideration of the sum of one Dollar to him in hand paid as well for and in consideration of the premises hath granted bargained and sold and by these presents do grant, bargain and sell unto the said Jared Bates the following land lying in said County to wit: NE¼ of the NW¼ & the NE¼ of the SW¼ Section No. Seven Township No. 20 Range Three East also a negro Man James aged about sixty years also my stock of horses cattle & hogs, say two head of horses which I now have 15 head of Cattle and about 15 head of hogs, also one mahogany cloth press and bureau - To have and to hold said land and personal property in trust until default be made in the payment of said debt or debts, and these until the said Skinner and Smiths shall request the said Bates; Then

the said Bates shall and may sell said real and personal estate or a sufficient amount thereof to satisfy said debts to the highest bidder for cash at Kymulga; first giving thirty days notice of the time and place of said sale in at least three public places, and after paying all necessary fees, pay and satisfy said debts and the balance if any pay to the said Lewis S. Tucker his heirs &c - and it is further agreed that the said Lewis S. Tucker is to enjoy possession of said property until default is made and receive the profits thereof to himself - But should the whole of said debts be paid on their becoming due then this obligation to be void; else to remain in full force - In Testimony whereof witness our hands and seals this 18th day of February 1840 -

Lewis S. Tucker (seal)
J. Bates (seal)
Joseph A. Skinner (seal)
Bennett M. Smith (seal)
Thos. J. Smith (seal)

The State of Alabama }
Shelby County. } Before me John Livingston an acting Justice of the Peace in and for said County came Lewis S. Tucker, Jared Bates, Joseph A. Skinner, Bennett M. Smith, Bennett M. & Thomas A. Smith and severally acknowledged that they signed sealed and delivered the foregoing deed of trust on the day therein named for the purposes therein contained - In Testimony whereof witness my hand and seal this the 18th day of February 1840 -

John Livingston (seal)
J. Peace.

Filed for record 25th Feby 1840 & recorded 3d day of March A.D. 1840 - Noel Mason Clk.