John Perth
Deed of Trust
Booker Pilgreen.

270

The State of Alabama, Shelby County.
This Deed made and entered into this ninth day of April in the year of our Lord one thousand Eight Hundred and forty between Booker Pilgreen the creditor of the first part Noel Mason the Trustee of the second part and John Perth the debtor of the third part all of the County and State aforesaid Witnesseth, that whereas the said John Perth is justly indebted To said Booker Pilgreen the sum of eighty Dollars and fifty cents To be due the Twenty fifth day of December next as by a note of even date with this Deed of Trust more fully appears, which said debt the said John Perth is anxious and desirous To secure which for more fully know ye that I said John Perth the debtor aforesaid for and in consideration of the sum of one dollar To me in hand paid by the said Noel Mason Trustee as aforesaid the receipt whereof is hereby acknowledged as well for and in consideration of the premises have given granted, bargained & sold and by these presents, do give grant, bargain and sell To the said Noel Mason Trustee as aforesaid the following Land lying & being in said County Viz The South East 1/4, South East 1/4, Section No. 23 - Township No. 24 Range No. 13 - East, containing forty acres 06 1/4/100 of acres more or less being the place where I now live the title To said Lands, I hereby bind myself my heirs &c To warrant & defend To said Noel Mason Trustee af aforesaid Instrument never the less that the said Noel Mason, Trustee as aforesaid is To permit the said John Perth To remain in quiet possession of the premises aforesaid until default be made in the payment of the said sum of money before expressed and either in whole or in part and thereupon Trust until the said Booker Pilgreen his heirs or assigns shall request thereby this Indenture it is expressed & agreed understood that said Noel Mason Trustee shall & may so soon after said default as he is requested sell the Land before named for cash To the highest bidder after having fixed the time & place and given at least thirty days notice by

advertisement at Montevallo and Columbiana after paying the charges for this deed pay the aforesaid sum of Eighty Dollars and fifty cents with the interest that may accrue thereon and the balance if any pay to said John Perth but should the whole of said sum of money be paid on or by the Twenty fifth day of December next then this obligation to be void otherwise to remain in full force and effect - In Testimony whereof witness my hand and seals the day and year aforesaid - Sealed Signed & delivered in presence of us

Test: Thos. Toomey.
L. M. Mason

Booker his + mark Pilgreen (Seal)
Noel Mason (Seal)
John Perth (Seal)

The State of Alabama, Before me Thos. Toomey Jus-
Shelby County. } tice of the Peace in & for said County personally came Booker Pilgreen Noel Mason and John Perth and acknowledged that they signed and sealed and delivered the foregoing Deed of Trust on the day therein contained. Witness my hand and seal ninth day of April 1840.

Thomas Toomey (Seal)
Justice of the Peace -

Filed for record the 9th April 1840 & recorded the same day.

Noel Mason Clk.