

Elijah Lolley The State of Alabama, Shelby County.
 To West Trust This Indenture made this 10th day of August 1840 between
 J. B. Smith Trover Elijah Lolley of the first part John S. Storrs
 of the second part and James B. Smith of the third
 part, whereas, the said Elijah Lolley is indebted to
 the said James B. Smith in the sum of Forty Two $\frac{2}{3}$ Dollars
 by note to be paid the 20th December 1840, which
 debt the said E. Lolley is anxious to secure, now this
 indenture, witnesseth, that for and in considera-
 tion of the premises and for the further consideration
 of one dollar to the said J. B. Smith in hand paid
 by the said J. S. Storrs at or before the sealing & deliv-
 ery hereof the receipt whereof is hereby acknowl-
 edged he the said Elijah Lolley hath given, granted
 bargained sold and conveyed and by these presents
 doth give, grant, bargain, sell and convey to the said
 John S. Storrs his heirs and assigns forever all
 that tract or parcel of land lying and being in
 said County known as the west half of the north
 East quarter of Section Thirty one of Township Twenty
 one of Range three west in the Tuscaloosa Land
 district together with all and singular the appur-
 tenances improvements and privileges thereto belong-
 ing or in any wise appertaining - To have and to
 hold the said hereby granted or intended to be granted
 tract of land with its appurtenances unto the said
 J. S. Storrs his heirs, executors, administrators & assigns
 forever to his & their only proper use & behoof - and
 the said E. Lolley doth hereby covenant and agree to
 & with the said J. S. Storrs & that the aforesaid tract of
 land & appurtenances against all persons whatsoever
 he shall & will warrant & forever defend by these
 presents upon trust nevertheless that the said Eli-
 jah Lolley shall remain in quiet & peaceable posse-
 sion of said tract of land & appurtenances & every
 the rents & profits thereof until defauit be made
 in the payment of said sum of money (\$42.25) either
 in whole or in part and thereupon this further
 trust that he the said J. S. Storrs his heirs executors
 administrators & assigns shall & will so soon
 after the happening of such defauit of payment
 as he may think proper or the said J. B. Smith shall
 request sell the said tract of land and appurtenances.

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or such post as may be deemed sufficient to highest bidder for ready money at public auction at Montevideo after having given thirty days notice thereof by advertisement and out of the moneys arising from such sale after paying all other expenses pay to the said J. B. Smith his executors or the said sum of Forty Two $\frac{2}{3}$ Dollars and the balance if any shall pay to the said E. Lolley his heirs & - But if the whole of said sum of 42 $\frac{2}{3}$ shall be paid when due then this indenture to be void or else in full force & effect - for witness whereof the said parties to these presents have hereunto set their hands and seals the day and year first above written sealed and delivered in presence of

Wates Pickett
Eli Faucher
Rite J. Buckingham.

Elijah Lolley (Seal)

John S. Storrs (Seal)

J. B. Smith (Seal)

Before me stand E. Watrous a Justice of the Peace for said County personally Eli Faucher one of the subscribing witnesses to the foregoing Deed of and made oath that the parties thereto signed sealed and delivered said Deed for the considerations and purposes therein mentioned in his presence and that he signed the same as a subscribing witness and said Wates Pickett and R.S. Buckingham sign said deed also as subscribing witnesses - Given under my hand & seal this 15th day of August 1840. Daniel E. Watrous J.P. (Seal)
Filed for record 17th August 1840, and recorded 1st September A.D. 1840 - Noel Mason clk.