Jonathan Gragg to Trust V. J. Gragg

This Indenture made the ninth day January A.D. 1841 between Jonathan Gragg the debtor the first part Philip Coker the Trustee of the second part and Vincent J. Gragg the creditor of the third part all of the Shelby County, Alabama. Witnesseth that whereas the said Jonathan Gragg is justly indebted to the said Vincent J. Gragg in the sum of four hundred and four Dollars secured by promissory notes bearing the date of the sixth of instant to be due the 1st Jan. 1842 which debt the said Jonathan Gragg is anxious and desirous to secure, now the said Jonathan Gragg for and in consideration of the sum of one dollar to him in hand paid by the said Philip Coker Trustee and the receipt whereof is hereby acknowledged has given, granted, bargained and sold and by these presents does give grant bargain sell and convey to the said Philip Coker the following tract of land to wit: South East & South West & Section no. 17 Township no. 23 Range no. 15 E containing 40 acres also the S E4 of the N W qr. of Section 20 in Township 23 of Range 15 E, also one negro girl namely Everline also one negro woman namely Matilda and the interest of the said Jonathan Gragg has in a negro boy namely Allen, one wagon and steers, one sorrell horse and colt and one saddle as above lying situated and being in said County of Shelby - To have and to hold upon trust nevertheless that if default be made in the payment of the said sum of four hundred and four Dollars due as aforesaid either in whole or in part and then upon trust that the said Trustee shall and will so soon after the happening of such default or the said Vincent J. Gragg his heirs executors, admrs or assigns &c shall request sell the said

land and property above named to the highest bidder for ready money at public auction in the Town of Columbiana after having fixed the time of said sale and given thirty days notice by advertisement at Harperville, Wilsonville and Columbiana and after paying all the charges pay to the said Vincent L. Gragg said sum of four hundred and four dollars and interest and the balance if any pay to the said Jonathan Gragg, and if the whole of said debt be paid then this obligation to be void else to remain in full force and effect - In Testimony whereof we have hereunto set our hands and seals the day & year first above written - Jonathan Gragg (Seal)
Signed sealed and delivered in presence of Philip Baker (Seal)
Vincent J. Gragg (Seal)
James L. Blowers
Test John his × mark Ellerson

State of Alabama } Before me Henry Hurley an
Shelby County } acting Justice of said County personally came Jonathan Gragg, Philip Baker and Vincent J. Gragg and severally acknowledged that they sealed signed and delivered the foregoing deed of trust on the day therein named for the right and purposes therein contained - Witness my hand and seal the 1 Febr. 1841, Henry Hurley (Seal) Justice of the Peace.
Filed for record 6th March 1841, Noel Mason clk
& recorded the same day - Noel Mason clk.