A. J. Wells & Deed Trust Edmd King

This Indenture made this Twenty seventh day of February in the year of our Lord One Thousand eight hundred and forty three between Abner J. Wells of the first part John S. Storrs of the second part and Edmund King of the third part; Whereas the said Abner J. Wells is justly indebted to the said Edmund King in the sum of Fourteen Hundred & nine 64/100 Dollars as by a note bearing even date with these presents more fully appears which debt with the legal interest thereon accruing the said A. J. Wells is willing and desirous to secure— Now this Indenture Witnesseth, that for and in consideration of the premises and also for the further consideration of one dollar to the said A. J. Wells in hand paid by the said J. S. Storrs at & before the sealing and delivering of these presents, the receipt whereof is hereby acknowledged he the said Abner J. Wells hath given, granted, bargained and sold & confirmed and by these presents doth give grant bargain sell & confirm to the said John S. Storrs his heirs and assigns forever all that tract or parcel of land lying and being in the County of Shelby State of Alabama designated as the North East quarter of and the East half of the North west quarter of Section eleven Township Twenty Two Range three West, also the following slaves, to wit: Jerry about 33 years of age, and George 17 or 18 years of age, and all the estate right, title and interest of the said Abner J. Wells in and to the said granted or intended to be hereby granted tract or parcel of land and premises— To have and to hold the said hereby granted or intended to be hereby granted tract of land and premises with its appurtenances together with the aforesaid

slaves unto the said John S. Storrs, his heirs, executors, administrators and assigns forever, to the only proper use and behoof of the said John S. Storrs his heirs, executors, administrators and assigns forever. And the said Abner J. Mills for himself, his heirs executors and administrators doth hereby covenant, promise and agree to and with the said John S. Storrs his heirs, executors, administrators and assigns that the aforesaid tract of lands and premises with the appurtenances together with the aforesaid slaves hereby conveyed unto the said John S. Storrs his heirs, executors, administrators & assigns he the said Abner J. Mills, his heirs, executors and administrators & assigns against all persons whatever, shall and will warrant and forever defend by these presents; upon trust, nevertheless that the said John S. Storrs his heirs, executors and administrators shall permit the said A. J. Mills to remain in peaceable possession of the said tract of land and premises together with the aforesaid slaves and enjoy the profits thereof until defaults be made in the payment of the said sum of Fourteen hundred & nine 16/100 Dollars either in whole or in part, and thereupon this further trust, that he his heirs, executors, administrators or assigns shall and will so soon after the happening of such default of payment as may be thought best, or the said Edmd King his executors, administrators or assigns shall request sell the said tract of land & premises with the appurtenances together with the aforesaid slaves or such part thereof as the Trustee or his representatives hereby authorized to act shall deem sufficient for the purposes and shall think proper, to the highest bidder for ready money at public auction at Monticello after giving thirty days public notice thereof by advertisement at three public places in the County of Shelby; and out of the monies arising from such sale shall after satisfying the charges thereof and all other expenses attending the premises pay over to the said Edmd King, his executors, administrators or assigns the said sum of Fourteen Hundred & nine 16/100 Dollars with the interest which may thereon lawfully have accrued - and the balance if any shall pay to the said A. J. Mills his heirs, executors &c But if the whole of the said sum of Fourteen hundred & nine 16/100 Dollars shall be fully paid off & discharged to the said Edmd King his executors, administrators or assigns on or before the Twenty eighth day of Febru-

ary in the year 1844 when the same is payable so that no default is made therein then this indenture to be void, or else to remain in full force and virtue. In witness whereof the said parties of these presents have hereunto set their hands and affix~~ed~~ their seals the day and year first above written.

Abner J. Wells (Seal)
John S. Storrs (Seal)
Edmd King (Seal)

Signed and delivered in presence of
Eli Fancher
Jacob Cashatt
Jacob Perry

The State of Alabama, Shelby County. } Personally came before me Noel Mason Clerk of the County Court of said County came Abner J. Wells John S. Storrs and Edmund King who severally acknowledged that they signed, sealed and delivered the foregoing Deed of Trust for the purposes therein named on the day and year therein written. In Testimony whereof I have hereunto set my hand and seal this fourteenth day of March A. D. 1843.

Noel Mason Clerk (Seal)

Filed for record 14th March 1843 and recorded the same day.

Noel Mason Clk.