C. F. & S. Clabough Deed Trust Jonathan Ware

This Indenture made this tenth day of april in the year of our Lord one Thousand eight hundred & forty three between Cumberland F. Clabough & Samuel Clabough trading under the firm of C. F. & S. Clabough of the County of Shelby & State of Alabama debtors of the first part, Pleasant M. Taucher of the County & State aforesaid (Trustee) of the second part and Jonathan Ware of the said County & State creditor of the third part, whereas the said C. F. & S. Clabough is justly indebted to the said Jonathan Ware in the following amount or sum of money due by one promissory note of hand to wit, one note for five hundred Dollars, payable to said Jonathan Ware or bearer dated 24th July 1842 and due one day after date, and whereas the said C. F. & S. Clabough being anxious and desirous to secure the payment of said debt, now this Indenture witnesseth for and in consideration of the premises & also for the further consideration of the sum of one Dollar to the said C. F. & S. Clabough in hand paid the receipt whereof is acknowledged by them the said C. F. & S. Clabough hath this day given, granted bargained & sold to the said Pleasant M. Taucher Trustee as aforesaid to his heirs & assigns the following property to wit, one Road wagon and harness belonging thereto also one three horse wagon one Brown mare mule about nine or ten years old called Patts, also one Sorrel Mare mule about ten or twelve years old (called Kit) also one dark Sorrel Horse mule about four years old, called Jim) also

one Spinning machine also one Metal clock, also one yoke of oxen, also one man's saddle, also one side saddle, also one cow & calf. To have and to hold the said wagons & mules and other described property hereby conveyed unto the said Pleasant M. Taucher his heirs, executors, administrators and assigns forever and the said C. F. & S. Clabough for themselves their heirs, executors and administrators doth hereby covenant, promise & agree to and with said Pleasant M. Taucher his heirs, executors administrators and assigns forever in manner and form following, that is to say the said C. F. & S. Clabough their executors and administrators the property hereby conveyed unto the said Pleasant M. Taucher his heirs, executors, administrators and assigns against all person whatsoever, shall & will warrant & forever defend by these presents, upon trust nevertheless the said Pleasant M. Taucher Trustee as aforesaid shall permit the said C. F. & S. Clabough, their heirs, executors, administrators and assigns to remain in peaceable possession of said property hereby conveyed unto the said Trustee as aforesaid, to have and to hold said wagons, mules and other property hereby conveyed to their own use until the defaulet of the payment of said debt heretofore mentioned at a certain time hereafter mentioned that is to say if the said C. F. & S. Clabough shall well & truly & punctually pay said note heretofore mentioned on or before the first day of March next A.D. 1844, then if the said C. F. & S. Clabough shall make a defaulet in the payment of said note at the time last aforesaid mentioned then the said Pleasant M. Taucher Trustee, as aforesaid shall by the special advise of the said Jonathan Ware at any time after defaulet of the payment of said note shall at the Drau Works of Jonathan Ware in the County of Shelby expose to public sale said property for the purpose of discharging said note with interest by giving not less than ten days notice of said sale — Now if there be no defaulet in the payment of said money at the time specified then this obligation to be void else to remain in full force & effect. Given under our hands and seals this tenth April 1843.

C. F. & S. Clabough (seal)
P. M. Taucher (seal)

Witness: Horace Ware, Jonathan Clabough, Jr.

The State of Alabama, Shelby County. } Personally came before me Noel Mason clerk of the County Court of said County came Horace Ware and after

being duly sworn deposeth and saith on oath that he saw Samuel Blabaugh sign the foregoing Deed of Trust he assigned the same B. F. & S. Blabough as partners using the name and firm as partners and he saw Pleasant M. Fancher sign the same as Trustee and he the said witness signed his name in the presence of John Blabaugh Jr the other subscribing witness and each of us subscribed the foregoing Deed of Trust as witness in the presence of the grantor and Trustee on the day and year therein mentioned.

Sworn to & subscribed before me this 20th April A.D. 1843 Noel Moson Clerk

Horace Ware

Filed for record 20th April 1843 and recorded the same day. Noel Moson Clk.