R S Griffin and trust his Creditors

State of Alabama
Shelby County } This indenture made & entered into this sixth day of Sept A D 1846 between Richard S Griffin debtor party of the 1st part & John M McClanahan trustee party of the 2 part & W H Pope Charles R Gibbs John W Roper Y & S Brasher Wade H Griffin A B Hall Elisha C Wilson B Y Randall as admr Y M Mills decd Joseph Roper Mary Roper David H Lindsey & L Morrison Hugh McConnack Jas B Allen & Geo C & Johnson C W Peck Y Reaves as admr of Jas S Reaves decd & John M McClanahan creditor of the said Richard S Griffin party of the 3 part for the benefit of which said creditors this deed of agreement with the power of sale as hereinafter discribed is made witnesseth that whereas the said Richard S Griffin is justly indebted to the said several creditors above named in the several sums that follows to wit to the said C R Gibbs in the sum of 42 dollars due by duebill dated 5 day of Aug 1846 to the said W H Pope in the sum of 60 dollars due by due bill dated 1st Sept 1846 to the said J W Roper in the sum of 475 57/100 dollars due by note 1st July 1846 to the said Y & S Brasher in the sum of 345 50/100 dollars due by note 1st Jany 1846 to the said Wade H Griffin in the sum of

two hundred & five dollars due by note 1st Sept 1845 to the said A B Hall in the sum of 40 dollars due 1st June 1844 by note made payable to M B Smith to the said E E Wilson in the sum of $11,00 dollars due 24 June 1845 on a note made at 1st for 16 dollars also in the sum of about 12 dollars due upon account for medical purposes & negro girl in the month of Aug & Sept 1845 to the said B F Randoll as admr afore said in the sum of about 29 dollars due by note about the 1st of Jan 1844 to the said Joseph Roper in the sum of ten 48/100 dollars due by note 11 dec 1844 to the said Mary Roper in the sum of eight 50/100 dollars due by note 5 May 1845 to the said David H Lindsey in the sum of 35 10/100 dollars due by two promissory notes one due christmas 1845 & the other Christmas 1846 to the said K L Morrison in the sum of seven 50/100 dollars due 25 of Dec 1845 by note Hugh McConnach in the sum of five 50/100 dollars due the 1st Jan 1845 to the said Y B ~~Randoll~~ Allen in the sum of 91 17/100 dollars due by note 25 of Dec 1845 to the said Harrell & Johnston in the sum of 6 32/100 dollars due by note 25 Dec 1845 to the said E Walsey Peck in the sum of 25 dollars due by note sometime in the month of Sept 1844 the payment of which said several sums to the said several creditors above named the said R S Griffin are anxious & desirous to secure therefore for & in consideration of the premises as well as for the sum of one dollar to me ~~the~~ said R S Griffin in hand paid by the said John McClanahan the receipt whereof is hereby acknowledged I the said R S Griffin have give granted bargained & sold & by these presents doth give grant bargain & sell to the said J M McClanahan in trust nevertheless the following described property to wit the south end of E 1/2 of S W 1/4 of sect 20 as far north as the south line of fence of my present enclosures also the E 1/2 of S W 1/4 of sect 17 also the north end of the E 1/2 of S W 1/4 of sect 17 as far south as within one quarter of a mile from the fence above named so as to leave 40 acres attached to my present residence enclosed in this deed of agreement all of said conveyed land lying & being in T 21 R 1 east in Shelby County Tuscaloosa

land district also the S W 1/4 of S E 1/4 of sect 15 also S W 1/4 of S W 1/4 of sect 14 both said last 40 acres pieces in T 19 Range 4 west in the county of Jefferson & Tuscaloosa land district also the following personal property to wit one yoke of oxen & yoke one bay mare Sal & her mule colt 45 head of hogs one & horse wagon & one thousand pounds of Fodder to have & to hold said property in trust in witness that the said J M McClanahan shall permit the aforesaid real & personal property remain in my peaceable possession untill default be made in the payment of the aforesaid debt or the creditors aforesaid or any of these required the payment of the same thereas the same falls due or the creditors require the payment of the said debts or any of them the said J M McClanahan may & shall sell said property or such part thereof as may be necessary after having fixed the time & place of said sale & given at least 30 days notice for the sale of the real & 15 days for the sale of the personal property by advertisement in at least 3 public places to the highest bidder for cash & convey the same to the purchaser selling & conveying as may become necessary all of the property above named for the payment of the debts before named & also retain fees cost &c & if the said property should be of value sufficient to more than pay the debts before named after a full settlement & of this agreement the residue to revert to me & I the said R S Griffin do hereby bind myself my heirs executors &c to warrant & defend the title to said property in witness of all which our hands & seals this 6 day of Sept 1845

John M McClanahan Richard S Griffin

The state of Alabama
Shelby County } Before me Lewis Dalrymple J P in & for said county came R S Griffin & John M McClanahan who severally acknowledged that they signed sealed & delivered the aforesaid on the day & for the consideration & ~~further~~ purpose therein expressed in witness of which my hand & seal this 6 day of Sept 1845

Lewis Dalrymple J P

Filed for Record 16 of Sept 1845 & Recorded 12 Sept 1845
E G Lawley Clk