

This Indenture made and entered into on this the 4th day of June A D in the year of our Lord one thousand eight hundred and forty nine between George W Johnson of the County of Shelby and State of Alabama of the first part and William W Smith of the County and State aforesaid as trustee &c of the Second part &c

Witnesseth that whereas on or about the day of A D 1847 Thomas H Brasler at the Special instance and request of the ~~several~~ party of the first part became bound together with him the said party of the first part by giving a certain Administrators bond as security of the said party of the first part in the sum of Twenty five hundred Dollars for the faithful and lawful discharge of the duties of the said party of the first part as administrator of the estate of William V Johnson deceased late of Shelby County and whereas the said party of the first part is indebted to the said party of the second part in the sum of fifty four Dollars due on or about the twenty fifth day of December next And whereas the said party of the first part is furthermore indebted to the

firm of T & B Brasher merchants trading in Columbiana
 in the sum of one hundred and thirty dollars or about
 that amount due sometime past by two certain
 promissory notes or due bills - And whereas the
 said party of the first part is also indebted to
 David McFlanahan in the sum of about fifty five
 dollars due sometime past by a certain promissory
 note And whereas the said party of the first part
 is indebted to John McFlanahan in the sum of about
 fifty dollars due sometime past by a certain
 promissory note or due bill made payable to Wm
 Smith and now held and owned by the said
 John McFlanahan And whereas the said party
 of the first part is also justly indebted to William
 Thrift of Talladega County in the sum of Two hundred
 dollars or about that amount after deducting credits
 &c which is placed upon the note which was given
 for the said debt which said note was made
 payable Allen Gibson and signed by George W
 Johnson and Martin Ferguson and is now in the
 possession of and belonging to the said William Thr-
 =ift Now know all men that at the earnest
 solicitation and request of the said Thomas St
 Brasher &c as aforesaid as well as at
 the earnest solicitation and request of some of
 those to whom debts are due as aforesaid that the said
 party of the first part should make safe and
 secure by mortgage deed of trust or otherwise the
 payment of the debts herein before mentioned and
 specified as well as also to indemnify make safe
 and keep secure the above named security in
 the said manner of conveyance by mortgage deed
 deed &c and the said party of the first part -
 being anxious and willing to secure the payment
 of all the debts herein before described and also to
 indemnify the said security &c do hereby in
 pursuance of the aforesaid request and agreement
 by these presents Grant bargain sell and convey
 transfer convey and confirm unto the said party
 of the second part Trustees as aforesaid to hold
 in trust all and singular the following described
 personal property to wit in trust (real & personal)
 Patent right for Shelby County &c &c to wit the
 entire interest or share of the said property of
 the first part in and to the estate of William
 Johnson deceased late of Shelby County as
 heir to the same consisting of one twelfth

I have and about that amount upon an equitable division
as well as the entire interest of the said party of the
first part in and to a Lot of mill (Saw and
Grist) erected and built upon the premises of the
said estate an Broomax Creek in Shelby County and
also the arising interest of the said party of the first
part in and to said mills and in and to said estate
until final Settlement of the same as until all
the liabilities or obligations hereinbefore mentioned
are fully satisfied and discharged
And also the entire interest of the said party of
the first part in and to the Stock now upon the
premises of said estate embracing principally
Hogs and also one yoke of oxen and one Cherry log
and one metal clock and one Bay Horse and one
rifle Gun and lastly the right of the said party
of first part in and to what is known and called
by the name of Hotchkiss vertical water wheel
(which is patented) the right attached to is for
Shelby County and is now owned by the said
party of the first part. I have and to hold all
and singular the above described personal property
and also the above mentioned and described in-
terest in and to said estate and mills &c as afore-
said and also to have and to hold the mentioned
and described right to use the said Hotchkiss
vertical water wheel in Shelby County upon
the following express conditions that is to say if
the said party of the first part shall and does
will and truly at all times indempnify make
safe and keep harmless the security hereinbefore
mentioned and pay the said debts hereinbefore
mentioned and specified on or before the 25th
day of December A.D. 1860 together with all the
legal interest accruing thereon then and in that
event this instrument is to be null and void
But in the event the said security is otherwise
liable made responsible and damaged and accan-
-t of signing the administration bond herein
described as security &c and also in the event
the said party of the first part does not well
and truly manually pay all of the debts and
interests herein before described on or before the
time above specified to wit the 25th day of
December A.D. 1860 then and in either of said
events the said party of the second part trustee
do has the right and is hereby fully authorized

and empowered at the request of the said security or either of the said Creditors to advertise in writing at three or more public places in Shelby County for thirty days any all or a sufficient portion of the said property interest in and to the said property all or a sufficient portion of of the same as will be sufficient to satisfy and pay said debts or any part thereof which may be unpaid or to satisfy all such injury or damage as the security may have sustained on account of being security on the bond hereinbefore mentioned and proceed to sell the same at public sale to the highest bidder for cash at Columbus in Shelby County and apply the proceeds thereof to the payment of the said debts or any part thereof which may be unpaid or to the satisfaction of damage sustained by said security on account of said bond and return the residue if any there be to the party of the first part or apply the same to the debts of the party of the first part if any are presented or known to exist

And be it further known that if final settlement of the estate is not made by the time herein specified as the limitation of the security at that time cannot fairly be ascertained the said party of the second part trustee is hereby authorized and empowered at any time thereafter when such liability may appear to proceed in the same manner herein above specified to sell a sufficient portion of the said property as will satisfy such damages &c

The said party of the second part is further more authorized to sell rights to use Holbrook's water wheel in Shelby County at any and all times an opportunity may offer until the final closing of this trust and make title to the same as trustee &c and apply the proceeds to extinguishment of the debts herein distinctly specified or to the satisfaction of any injury that the said security may at any time sustain or

In testimony whereof we the said parties to this instrument have hereunto set our hands and seals on the day and date herein before written

George W. Johnson
 J. W. Smith
 Trustees

interlaminations before signed
 signed sealed &c

in presence of
 C. C. Smith
 William Roper }

The State of Alabama Shelby County
 I C. C. Smith a Justice of the peace in and for
 the County and State aforesaid do hereby certify
 that George W. Johnson and William Smith
 whose names appear above to the foregoing in-
 strument this day appeared in person before
 me and acknowledged that they and each of
 them signed and sealed the same voluntarily
 on the day it bears date and for the purposes
 therein contained and fully expressed

All of which I certify for registration given
 under my hand and seal on this the 23^d day
 of June A. D. 1849

C. C. Smith J. P.
 Justice of the Peace

Filed in office the 30th June 1849 and recorded
 this 12th July 1849

E. G. Lawley C. R.