

The State of Alabama } Know all men By these presents  
Chilley County } That I Thomas H Brasher as adm  
istrator of the Estate of Frances  
Vince Deceased for and in Consideration of the

Sum of three hundred & twenty five Dollars to me in hand paid by Spencer Scarborough the receipt whereof I do hereby acknowledge do hereby Give Grant bargain sell enjoy and Confirm unto the said Spencer Scarborough his heirs & assigns the following lands lying & being in Shelby County State of Alabama to wit the West 1/4 of the NW 1/4 of sec 28 Tow 20 Range one East also NW 1/4 of NW 1/4 sec 33 Tow 20 Range 1 East & also the E 1/4 of NW 1/4 of sec 33 Tow 20 Range one East To have and to hold the afore-said premises to the said Spencer Scarborough his heirs and assigns to their use and behoof forever And I as administrator as aforesaid do Covenant with the said Spencer Scarborough his heirs and assigns that I as such administrator as aforesaid and lawfully seized in fee of the afore-said premises are that they are free of all incumbrances that I as such administrator as aforesaid have a good right to sell and convey the same to the said Spencer Scarborough his heirs and assigns and that as such administrator as aforesaid will warrant and defend the said premises to the said Spencer Scarborough his heirs and assigns forever against the lawful claims and demands of all persons - Claiming under said Francis Sims decd

I'm Witness whereof I the said Thomas H Brasher as administrator of said Francis Sims deceased have hereunto set my hand and seal this                      day of January in the year of our Lord one thousand eight hundred and fifty  
Thomas H Brasher Adm

administrator of  
Francis Sims deceased

The State of Alabama

Shelby County ss I John McFlanahan judge of the County Court do hereby Certify that on the 24th day of January 1858 the above-named Thomas H Brasher personally appeared before me and acknowledged the above instrument to be his free act and deed Given under my hand the day and date above written  
John McFlanahan  
Judge of the County Court

This Indenture made twenty eight day of January in the year of our Lord one thousand eight hundred fifty between W W Smith of the County of Shelby State of Alabama of the one part and Grand Jurors and J S Barnes of the County and State aforesaid

of the other part whereas the said W W Arnett has become bound by a written obligation unto our Judge Horton in the sum of Nine hundred and fifty eight dollars falling due upon the 6th of Dec 1850 and whereas the said Hiram Sumner and J S Barnes was approved by the said Judge Horton aforesaid as securities of the said W W Arnett have with him become bound in a bond or recognizance obligating leaving date the 6th of Dec 1849

Now this indenture witnesseth that the said W W Arnett for and in Consideration of the sum of one dollar to him in hand paid by the said Hiram Sumner & J S Barnes and for the purpose of securing and indemnifying the said Hiram Sumner and J S Barnes and each of their heirs executors and administrators for or on account of the security ship aforesaid hath granted bargained sold released and Confirmed and by these presents doth Grant bargain sell release and Confirm unto the said Hiram Sumner & J S Barnes and to their heirs and assigns a certain negro boy Adam of dark complexion about thirty years of age to have and to hold the said boy Adam hereby Granted or mentioned or mentioned so to be into the said Hiram Sumner & J S Barnes their heirs and assigns to the only use and behoof of the H Sumner & J S Barnes their heirs & assigns forever provided always nevertheless that if the W W Arnett his heirs executors administrators or any of them shall and do well and truly pay or cause to be paid unto the said Judge Horton the said sum mentioned in the said note or by any lawful means save or keep harmless and indemnify the said H Sumner & J S Barnes their heirs executors and administrators from the payment of the said note and all Costs damages or charges as securities as aforesaid then and from thenceforth as well this present indenture and the property hereby Granted as the said noted obligation shall release and become absolutely null and void anything herein contained to the contrary notwithstanding

In witness whereof we hereunto set our hand and seal this 28th day of January in the year 1850.  
Signed sealed and delivered W W Arnett  
in presence of J D Loomis  
E D Croeland

The State of Arkansas, Personally came  
Philly County, before me W O

These are acting justices of the peace in and for the said County of Shelby who being duly sworn say, that W. W. Bennett signed sealed & delivered the above deed to H. Vannoy & J. S. Barnes in his presence day and date of J. S. Barnes above sworn & subscribed to be  
 per me this 6th February 1850 W. D. Dilluse

Justice of the peace

This indenture made and entered into this 20th day of January 1849 between David H. McFlanahan trustee of the first part and Elijah G. Lawley of the second part witnesseth that on the 22nd day of February 1848 David Berry made and delivered to the said David H. McFlanahan a deed to the S & E 1/4 of the S E 1/4 of section four in Township 22 of Range 2 West Tuscaloosa land district containing forty & 3/100 acres situate lying and being in Shelby County Alabama in trust to secure a debt due by the said David Berry to the said Elijah G. Lawley and that by virtue and under the authority of said deed the said David H. McFlanahan trustee as aforesaid on the 20th day of January 1849 after having given public notice by advertisement as required by said deed sold said land at public outcry at the Court house door in the Town of Columbiana for cash and at said sale the said Elijah G. Lawley purchased the same being the last and highest bidder at the price of Twenty five dollars now for and in consideration of the above recited promises the said David H. McFlanahan trustee as aforesaid hereby transfer in corp and convey to the said Elijah G. Lawley all right title claim and interest in and to the said land which vested in him by virtue of said deed to have and to hold to him his heirs executors administrators and assigns forever as fully and entirely as he the said David H. McFlanahan is by the said deed authorized to do in testimony whereof I have hereunto set my hand and seal the day & year above written

David H. McFlanahan  
 Trustee

The State of Alabama

Shelby County David H. McFlanahan appeared in person and acknowledged that he signed sealed and delivered the within and foregoing deed on the day therein named for the consideration and purposes therein expressed  
 Witness my hand and seal this 2nd February 1850

J. H. McFlanahan Esq  
 County Judge

This Indenture made and entered into this 5th day of  
 January 1857 between Carlos J Hall of the first part and  
 Willie H Pope of the second part and Miridy Vise and  
 Darnell H Limley of the third part all of the County  
 of Shelby and State of Alabama witnesses that whereas  
 the said parties of the third part has this day become the  
 surety of the said party of the first part in a bond to injoin  
 a suit at law in which Malley Jennings for the use of Wyatt  
 Bivill is plaintiff and the said Carlos J Hall is defendant  
 said Bond in the sum of one hundred & Eighty eight dollars  
 and the said party of the first part being desirous to secure  
 the said party of the third part against all liability as  
 such surety for and in Consideration of the said promises  
 and the further Consideration of one dollar to him in  
 hand paid by the said party of the second part the  
 receipt whereof is hereby acknowledged have sold and hereby  
 sell and Conveys to the said party of the second part the following  
 property to wit the West 1/4 of the NW 1/4 of Section 30 5 of Township  
 20 of Range 2 East one Magon two small mares and two or  
 head of cattle to have and to hold in trust as follows it is  
 agreed by the parties that the said party of the first part  
 is to hold possession and use of said property until the  
 determination of said suit and if the said party of the  
 first part shall succeed in said suit or otherwise release  
 and free the said party of the third part from all cost  
 damages trouble &c accruing out of or consequent upon  
 their said security then this obligation to be made and  
 void other wise the said party of the second part  
 is hereby authorized so soon as default is made  
 in the promises and the said party of the third part is  
 subjected to cost damages trouble on account of said  
 security then and in that event to sell the said above described  
 property to the highest bidder for cash after giving thirty days  
 notice by advertisement posted up at three public places in  
 said County and out of said sale pay to the said party of  
 the third part all such damages cost and troubles as they  
 may have been subjected to on account of such security  
 and reasonable expenses for these promises and the balance  
 if any pay to the said party of the first part Given  
 under our hands and seals this day and year above  
 written It is further agreed between the parties to this  
 indenture that Miridy Vise is to advance to the said  
 party of the first part seventy five dollars in cash  
 and a lot of Cotton now in the possession of the said  
 Hall and at H M Wilsons Give and take said Cotton  
 supposed to be between six & seven thousand pounds  
 of seed Cotton sell the same in any way that he

may think best and hold the balance if any of said Cotton until the liquidation of said debt and in the event of default to apply the same to use of said trust and it is further agreed that the said party of the second part is authorized to use the fund of such sale as he may make directly to the discharge of any cost or damages that may accrue by any default Given under our hands and seals this day and year above written

Carter T Hall *Seal*

Wiley H Pope *Seal*

Mindy Vice *Seal*

Jamison H Hinkley *Seal*

The State of Alabama

Shelby County

I Elijah G Lantry Clerk of the County Court of said County do hereby Certify that the parties to the within deed signed sealed and delivered the same for the purposes therein expressed for the consideration therein mentioned on the day it bears date In Testimony of which I hereto set my name at office in Columnland this the 16th day of February A D 1850

E G Lantry Clerk

The State of Alabama

Shelby County

This Deed of Trust made and entered into this 16th day of Feb'y 1850 between said Bullock the debtor of the 1st part O W McClanahan the Trustee of the 2nd part and E G Wilson & Horace Mann the Creditors of the 3rd part witnesseth that the party of the 3rd part and the securities of the party of the 1st part to James & John Strain in the sum of Eight hundred and thirty dollars to be due 14 Feb'y 1851 which debt said Bullock desires to secure and to hold hardup said securities thereupon for and in consideration of the promises as well the sum of five dollars to him in hand paid by said O W McClanahan the receipt of which is hereby acknowledged the said said Bullock has given granted bargained & sold and by these presents do give grant bargain & sell to said O W McClanahan a negro Girl Slave named Caroline to have and hold said negro until default be made in the payment of said sum aforesaid and until said securities are made to suffer by said securityship thereupon the requirement of said securities said Trustee may seize and sell said negro to the highest bidder for cash first giving twenty days notice of the time and place of said sale and out of the proceeds of said said fully

release the liabilities of said Securities but should  
 the whole of said debt be fully paid by said  
 Buller without loss to said Securities then the  
 obligation to be void and of no effect else to rem-  
 -ain in full force Witness our hands and  
 seals

Sam Buller (Seal)  
 Horace Ward (Seal)  
 E C Wilson (Seal)  
 D McFlanahan (Seal)

The State of Alabama, I do a bond named parties  
 Chibley County } this day appeared before me  
 and acknowledged that they  
 signed sealed and delivered the foregoing deed of  
 Trust on the day therein named for the Conser-  
 -vation therein expressed with my hand and  
 seal 16 Feb 1850 J McFlanahan County  
 judge

Filed 16 11 February 1850 & recorded the 21st 1850  
 E G Lawry clerk