

The State of Alabama } This deed of trust made and entered into
 Shelby County } this 27 day of December A D 1850 between
 Binyon F Dumas the debtor of the 1st part David McElanahan
 the Trustee of the 2nd part & Horace Marx & John McEl-
 lanahan Copartners using the firm name and title of
 Marx & McElanahan & Samuel A McElanahan the Executor of
 the third part all of the County and State aforesaid witnesseth
 that the parties of the third part have become the securities
 of the party of the 1st part on a note made by him and
 Elizabeth P. Dumas his wife to Robert R Rushing & Albert H Law
 given the Administrators of the Estate of Benjamin Rushing decd
 for the sum of nine hundred and eighty five \$5/100 dollars
 dated 18 day of November A D 1850 and due on the 1st day
 of January A D 1852 Which said securities parties of the
 third part the said B F Dumas is anxious and desir-
 -ous to secure protect & hold harmless the parties of the 2nd
 Consideration of the premises as well for and in Consider-
 -ation of the sum of five dollars to him in hand paid
 by the said party of the second part the receipt whereof
 is hereby acknowledged the said party of the 1st part
 the said B F Dumas has given granted bargained and
 sold and by these presents does give grant bargain
 and sell to said party of the 2nd part the said D & S
 McElanahan Trustee as aforesaid the following real

Estate in said County viz the $E\frac{1}{2}$ & $S\frac{1}{4}$ the $N\frac{1}{4}$ of $SE\frac{1}{4}$ the $N\frac{1}{4}$ of $SE\frac{1}{4}$ of Section 4 the $S\frac{1}{2}$ of the $N\frac{1}{4}$ Section 3 all in Township 22 of Range 11W known as the Blanton Moor place also the house and lot in the Town of Columbiana on which said B. F. Dumas resides also the house and lots in said Town of Columbiana on which said Dumas now keeps Grocery and on which he has his shop of medicines and on which W. D. Muse Esq at present has his shop and office also a negro man slave named Ben a bay horse a waggan & Buggy the same that are now owned by and in the possession of said Dumas to have and hold the same forever upon trust nevertheless the said is to hold the uninterrupted possession of said land and property until default be made in the payment of said debt to be due and payable as aforesaid thereupon signet and requirement of the parties of the third part said trustee shall proceed to sell said land and other property in Columbiana to the highest bidder for cash first giving thirty days notice of the time and place of said sale and out of the proceeds of said sale pay said debt and the cost of this deed of Trust but should the same be fully paid by said Dumas and should said party of the third part the said securities be nothing loose by being securities as aforesaid then this deed to be null and void Witness our hands & seals the day and year aforesaid

B. F. Dumas *Seal*

D. S. McClanahan *Seal*

Wm. S. McClanahan *Seal*

J. A. McClanahan *Seal*

The State of Alabama Before me the undersigned justice Shelby County 3 of the Peace in and for said County Came B. F. Dumas Messrs. Wm. S. McClanahan and

and severally acknowledged that they signed sealed and delivered the above and foregoing deed of Trust on the day it bears date for the consideration & purposes therein contained. Witness my hand and seal this the 1st day of January A.D. 1851

Rich. H. Brasher justice of the peace

Filed for record 1 January 1851 and recorded the 17th

J. A. McClanahan Judge of Probate