

This indenture made & entered into this the 10th day of Dec-
 ember A. D. 1850 between Alford M. Goldwell & his wife
 Susan A. Goldwell of the first part and Joseph Roper of the
 second part & David McElanahan and Elisha C. Wilson
 of the third part all of the County of Shelby and State
 of Alabama. Witnesseth that the said parties of the third
 part have this day become securities for the said
 part of the first part to the administrators of the Estate
 of Bryant Rushing deceased for the sum of Six Thousand
 Seven hundred Twenty four $11\frac{1}{4}/100$ dollars payable the 1st
 day of January 1852 and the said party of the first
 part being desirous and anxious to secure the said
 parties of the third part against all liabilities as such
 security has for and in Consideration of the aforesaid
 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 sold and
 hereby Sells and Conveys to the said party of the second part the
 following described property to wit all the tract of Land known
 as the home place (to wit) $S\frac{1}{4}$ of Sec 20 the $NE\frac{1}{4}$ and the $SE\frac{1}{4}$
 of $S\frac{1}{4}$ of Section 29 the $W\frac{1}{2}$ of $SW\frac{1}{4}$ the $SW\frac{1}{4}$ & the $SW\frac{1}{4}$ of
 $S\frac{1}{4}$ of Sec 28 Township 21 of Range 15 East 640 Acres more or
 less also the land known as the Wilson Tract viz $NE\frac{1}{4}$
 $S\frac{1}{4}$ of $SW\frac{1}{4}$ the $SW\frac{1}{4}$ the $W\frac{1}{2}$ & the $NE\frac{1}{4}$ of the $S\frac{1}{4}$ of Section
 7 in Township 21 of Range 1 East Containing 480 Acres more
 or less and one undivided third of that tract of Land
 lying adjoining the City of Williamsport (to wit) Lot B in
 fraction West of the Cossa River in Section 24 T 18 R 18 Contain-
 ing 131 Acres more or less and a Negro boy Newton and
 Negro boy Ned and a Negro boy Jack to have and to
 hold in trust as follows to wit it is agreed by the parties
 hereto that the said party of the first part is to retain
 the possession and use of said property untilt default
 be made in the payment of the said sum above speci-
 fied and if the said party of the first part shall fully
 pay or cause to be paid all of said sum of money
 or otherwise release the said parties of the third part
 from all liability as said securities then this obli-
 gation to be null and void but in default in said pay-
 ment of said sum of money or any part thereof or
 otherwise to release the said parties of the third part
 as such securities then it is hereby agreed that the
 said party of the second part is hereby authorized
 and required in the request of the said parties of the
 third part to sell at public Auction to the highest
 bidder for Cash after giving thirty days notice by
 advertisement posted up at three public places in

County all of said property and out of the proceeds of said sale to pay said sum of money or such part thereof as shall remain unpaid with legal interest thereon together with the reasonable expenses and the balance if any pay over to the said parties of the first part Given under our hands and seals this day and year above written

A. C. Caldwell Seal

Susan Caldwell Seal

Joseph Roper Seal

D. M. McClanahan Seal

E. C. Wilson Seal

The State of Alabama } Personally appeared before me Wm. H. Pope
Shelby County } H. Pope Clerk of the Circuit Court of said
County of Shelby the within named Alfred C. Caldwell & Susan
Caldwell his wife Joseph Roper and David M. McClanahan &
Elisha C. Wilson who severally acknowledged that they signed
sealed & delivered the within deed of trust on the day and
for the purposes and considerations therein stated Given under
my hand officially this 8th day of January A.D. 1851 3d of American
Independence the 75th year Attest Wm. H. Pope Clerk

Filed in Probate office for record January 8th 1851 And
recorded in Record Book of an pages 355 & 56 J. M. McClanahan
Judge of Probate