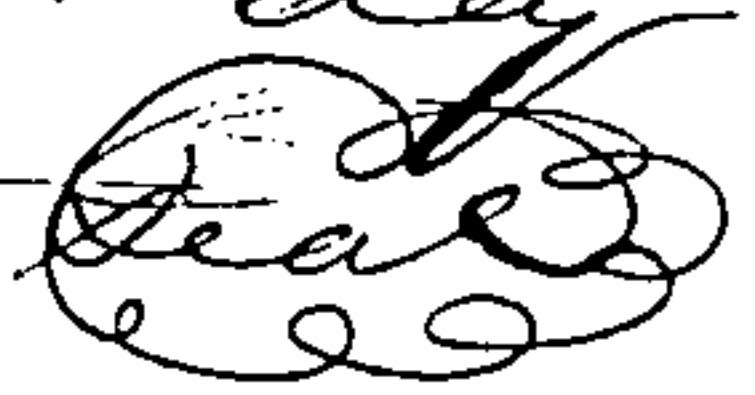


The State of Alabama To all whom it may concern know
 Philley County — 3 yu that I Myley Horton are justly
 indebted to the Estate of Bryant Rushing late of said
 County in the sum of ~~Twenty four~~ ^{Twenty} hundred Dollars
 (including Interest thereon) by promissory note payable to
 said Bryant Rushing dated 3^d March 1879 and due
 the 20th day of December next thereafter which said
 debt I am willing and desirous to secure the payment
 of. Now therefore in consideration of the promises as
 well as of five dollars to him the said Myley Horton in
 hand paid by R. R. Rushing & E. H. Sawyer the admin-
 istrators of the estate of said E. I. the said Mylie
 Horton have bargained & sold and do now by these pres-
 ents bargain sell convey & confirm unto the said
 Rushing & Sawyer the following designated & described tracts
 or pieces of Land situated in said County and Tuscaloosa
 land district viz. The South East quarter of section 33 Townsh-
 -ip 21 of range one and East the North half of section four and
 the North half of the South East quarter of section four
 the west half of the North West quarter & the North West
 quarter of the South West quarter of section three in
 Township 22 of Range one East containing more or less
 six hundred & seventy six 40/100 acres.
 To have and to hold the same unto the said Rushing &
 Sawyer for ever In trust however and this conveyance
 is upon this express Condition that if the said Horton shall
 pay off & discharge the debt & Interest due & that may become
 due on said promissory note on or by the first day of Jan-
 -uary next then this conveyance to be null & void & of no
 further effect but should said sum of money or
 any part thereof then or thereafter be remain unpaid
 the said Rushing & Sawyer or their assigns may as
 soon thereafter as they or their assigns may think

properly advertised & sell said several tracts or parcels of land as so much thereof as may be necessary to the highest bidder for cash at the Court house door of said County after giving twenty days notice thereof and out of the proceeds arising from said sale pay off & discharge the amount that may be due & unpaid on said note as well as all expenses incurred by reason of the sale a surplus if any shall pay over to said Wylie Horton his executors or administrators and said Rushing & Sawyers as their agents are hereby fully empowered & authorized in case of sale of any or all of said lands to make to the purchaser good & sufficient titles to the same In Witness of all of which I the said Wylie Horton hereunto set my hand & seal this the 19th day of February A.D. 1837

Wylie Horton 

The State of Alabama: Before me Geo M McLanahan
 Shelby County Judge of the Court of Probate of
 said County personally came the above named Wylie
 Horton & acknowledged that he signed sealed & delivered
 the foregoing deed of trust to R R Rushing & E H Sawyers
 on the day of the date thereof In Witness of which
 I hereunto set my hand & seal this the 19th day of
 February 1837

Geo M McLanahan Judge of
 Probate of Shelby County Ala

Filed the 19th February 1837 and Recorded the 6th day of
 March/37 in book of Geo M McLanahan Judge of Probate