

The State of Alabama } This indenture made this seventh
 Shelby County 3 day of June AD 1857 between Payant
 M. M. Keithum of the first part French Hebrons of the second
 part, David W. Punter and John Sumner of the third part
 Whereas the said Dr. Punter & John Sumner did some time
 in the latter part of the year 1850 at the special instance
 and request of the said B. M. Keithum and for his
 use and benefit became his sureties upon three
 promissory notes made payable to M. J. Horton Executor
 of the last will and testament of Thomas Smith
 deceased for the sum of three hundred & Sixteen

dollar the first note for one hundred dollars due the 1st day of January A.D. 1852 the 2nd note for one hundred and eight dollars due the 1st day of January A.D. 1853 the 3^d and of said note for the sum of one hundred and eight dollars due the 1st day of January A.D. 1854 against the payment of said notes the said McKittum is willing and desirous to secure his said securities, Now this Indenture Witnesseth that for and in Consideration of the premises and also for the further Consideration of One dollar to the said Bill McKittum in hand paid by the said French Nabors before the sealing hereof, the receipt whereof is hereby acknowledged in the said Bryant McKittum hath and doth by these Presents give grant sell Convey and Confirm to the said French Nabors his heirs and assigns forever a Certain tract of land lying in the said County of Shelby known as the East half of the South East quarter and the North West quarter of the South East quarter of Section No thirteen Township twenty two of Range three West in Luskaloon and District also One horse 14 head of goats 5 head of Cattle 16 Bee hives 1 fether bed & his growing Crop of Corn and Cotton with the appurtenances to the said tract of land belonging To have and to hold the said hereby granted tract of land and premises and the appurtenances and all the other personal property hereby conveyed unto the said French Nabors his heirs Executors & administrators and assigns forever. And the said Bill McKittum for himself his heirs Executors and administrators doth hereby Command and agree with the French Nabors his heirs Executors & administrators & assigns forever that he will warrant and forever defend the aforesaid tract of land and premises and all the other personal property hereby conveyed to the said Nabors his heirs & against all persons whatever. Upon trust nevertheless that the said Nabors his heirs Executors & administrators and assigns shall permit the said McKittum to remain in quiet and peaceable possession of said land and premises with the personal property hereby conveyed and take the profits hereof to his own use until default be made in the payment of said promissory notes as the same may fall due and then upon this further trust that the said Nabors his heirs & shall and will as soon after the happening of such default of payment either of the first second or third notes as the same falls due as he his heirs & may think proper or the said Parties and assigns their Executors & shall agree to sell the said

trust of land and premises with the personal property
 hereby conveyed or such part thereof as the trustee or his
 representatives hereby authorized to act shall think
 proper sufficient for the purpose. I shall think proper
 to sell to the highest bidder for Cash at public auction
 at Montevallo after having given thirty days notice
 by advertisement at three public places in said
 County and Out of the Monies arising from
 such sale after paying all Expenses shall pay said
 notes as they may fall due and any balance shall
 be paid to the said Will M. Kitham by him or
 out of the whole of said Notes shall be paid off
 as they become due to the said Wm. Kitham
 his Executors, &c. so that no default is made
 therein then this indenture to be void else to
 remain in full force and virtue in Witness
 Whereof the said parties to these Presents have
 hereunto set their hands and affixed their seals
 the day and year first above written

By Wm. Kitham Seal
 sealed and delivered in presence of French Stabon Seal
 of W. L. Prutten Seal
 Nelson L. Murray Seal
 John S. Starn Seal
 D. E. Watrous Seal

The State of Alabama } David E. Watrous Esq.
 Shelly County ss I hereby certify and do solemn
 of Law that he saw Regent M. Kitham French
 Stabon D. W. Prutten and Nelson L. Murray Esq. Seal
 and deliver the foregoing deed on the day it bears
 date that he W. L. Prutten Nelson L. Murray &
 John S. Starn attested the same as witnesses thereto
 sworn to & subscribed
 before me 9 June 1857 D. E. Watrous
 J. M. Clancham Judge of Probate
 Filed for Record 9 June 1857
 & Recorded 16 June 1857 J. M. Clancham Judge