

Bowdon
&
King

This Indenture made this third day of September 1854. Between Lewis Bowdon of the first part & Stores of the second part Edmond; King, of the third part. Whereas the said Lewis Bowdon is partly indebted to the said E. King in the sum of Two Hundred & twenty dollars due the first day of January next as by his Note of this date ^{more} fully appears which debt he wishes to secure. Now this Indenture witnesseth that for and consideration of the premises and also for the further consideration of one dollar to the said E. King paid by the said J. & S. Stores, before the setting hereof the receipt whereof is hereby acknowledged by the said Lewis Bowdon both and by these presents doth give grant sell convey and confirm unto the said J. & S. Stores his heirs and assigns forever a certain piece of Land lying in the Town of Clintonville County of Shelby known as Lot No. 25 in the part of said Town containing half of one acre of land together with all the appurtenances thereof to have and to hold the said hereby granted piece of land and ~~to have and to hold~~ premises to the said Stores his heirs Executors & administrators and assigns to his & there only purpose use & behoof forever hereby warranting & defending the same against the claims of all persons whatsoever upon trust nevertheless that the said Stores his heirs &c. shall permit the said L. Bowdon to remain in quiet possession of said tract of land until default is made in the payment of said promissory note and there upon this further trust that he his heirs &c. shall and will as soon as such default happens sell the said tract of land & premises to the highest bidder for cash at public auction at Clintonville upon thirty days notice by advertisement at three public places in said County and after paying said E. King the said sum of two hundred and twenty dollars & interest if any there shall be also the charges of said sale shall pay to said L. Bowdon the balance arising from said sale. If there is any But if there

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ole of the said sum of two hundred & twenty dollars;
shall be fully paid off when due. then this indenture
to be void or else to remain in full force & virtue.

In witness whereof the said parties to these presents
have hereunto set their hands & seals the day and year.

first above writing
sealed & delivered.

in the presence of }
C. A. Bulkington,

Lewis Bowdon

John S. Stores

Edmond King

Seal

Seal

Seal

W. L. Bandy

W. H. Morgan

The State of Alabama before me No. Surmises acting
Shelby County ss Justice of the Peace in and for
said County personally came the above named Lewis
Bowdon John S. Stores and Edmond King who acknow-
-ledged that they severally signed & sealed the foregoing
Deed of trust on the day & for the purposes therein mentioned
Given under my hand & seal this 25th day
of December A.D. 1851.

H. Surmises

Justice of the Peace

Filed & Recorded in this Office the 29 day of Dec.
1851.

John McElanahan
Judge of Probate