

Wallace
Rawley

The State of Alabama: This Indenture made this
shelby County } 20th day of January Eighteen-
in Hundred and fifty two between Stafford Mall-
ace of the first part & Charles S. Rawley of the second
part all of the State and County above named Wit-
neth — that whereas the said Stafford Wallace is indeb-
ted to the said Charles S. Rawley sum of three thousand
twenty five 75/100 dollars the same being seven promissory
notes dated the 20th day of January, 1852 and due the first
day of January next the said notes being in payment
for the land hereafter described — & the said Stafford
Wallace have bargained, sold aliened, and conveyed and by
these presents doth bargain sell alien and convey unto the
said Charles S. Rawley for and in consideration of the sum
of five dollars of lawful money by the said Chas. S. Rawley
to the said Stafford Wallace in hand paid at and before
the sealing and delivery of these presents the receipt where-
of is hereby acknowledged, the following described tract
or parcel of land being and lying in the County and
State above named viz — the West half of the South west
quarter of section thirty four and the East half of the
South East quarter of section thirty three and Township Twen-
ty four of Range thirteen East Also by these presents I do
further bargain and sell unto the said party of the second
part one flock of three year old Sturs. one black and the other

pided one pided cow and one white cow with black
 spots one sorrel mare about five years old. I Stafford
 Wallace do for myself my heirs and assigns warrant
 and will ever defend unto the said Chas. D. Rowley a
 good and lawful right; to the property herein described
 against all and every person whatsoever in trust, nevertheless
 should the said Stafford Wallace pay or cause to be paid
 to the said W. R. Seymour the notes herein described on
 or before the first day of January next. Then this ob-
 ligation is to be void and of no effect. But should the
 said Stafford Wallace fail to pay the sum on or before
 the first day of January next in that case the said
 Chas. D. Rowley may proceed to sell the property herein
 described in the town of Montevallo first giving
 thirty days notice, and then the said Chas. D. Rowley
 shall apply the proceeds to the payment ^{of the notes} herein described
 and if there should remain a balance in the hands
 of ^{the agent} Chas. D. Rowley arising from the sale of the within
 described property after paying the within described
 notes then the said Chas. D. Rowley shall pay the
 balance over to the said Stafford Wallace after
 paying the expenses of causing this trust, in to ef-
 fect, Given under my hand and seal this 20th
 January 1850. Stafford Wallace (seal)
 Test W. H. Morgan.

The State of Alabama personally ^{appeared} before me James
 Shelby County. J. M. Nabors a Justice of the
 peace for the County and State aforesaid Stafford
 Wallace the maker of the within deed of trust and
 acknowledged that he signed sealed and delivered
 the same to Chas. D. Rowley for the purpose therein sp-
 ecified and on the day and date therein mentioned
 Given under my hand and seal this 20th January
 1850. James M. Nabors (seal)
a Justice of the Peace

I Chas. D. Rowley accept the trust conferred
 in me by the within Deed. Charles D. Rowley

Filed and Recorded in this office on the 21st
 January 1850. John M. McCallan
Judge of Probate