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The State of Alabama, An Indenture of three parts made
Shelby County 3 and ^{concluded} ~~ended~~ this the fourth day of March
in the year of our Lord Eighteen Hundred and Fifty two between
Jonathan Ware of the first part Pleasant M. Stancher of the second
part & W. L. Winters & D. W. Winters who transact business under
the style & name of W. L. & D. W. Winters of the third part Whereas
the said Jonathan Ware is indebted unto the said W. L. & D. W. Winters
in the sum of Eight hundred & thirty seven 43⁷⁵ Dollars for
which said sum the said W. L. & D. W. Winters hold the promissory
note of said Jonathan Ware which said note will be due on the first
day of January eighteen hundred and fifty three and which said note
also bears men date with these presents & Whereas also the said Jonathan
Ware is desirous to secure the payment of said note to the said

W. L. & L. W. Pristie & in order so to do as proposed & agreed
 to assign such of his estate & effects to be described hereinafter
 unto the said Pleasant M. Hancher upon trust for the benefit
 of the said W. L. & L. W. Pristie in the manner hereinafter
 mentioned. Now this indenture witnesseth that for & in consid-
 eration of the sum of one dollar to the said Jonathan Ware
 paid by the said Pleasant M. Hancher. The receipt whereof
 is hereby acknowledged, he, the said Jonathan Ware by
 these presents doth give, grant, bargain, sell and convey unto
 the said Pleasant M. Hancher his heirs & assigns forever certain
 pieces or parcels of land situated in the county of Shelby
 known as the E 1/2 of the N W 1/4 of section 30 & N E 1/4 of the S
 W 1/4 - & N W 1/4 of the S E 1/4 of section 30 & also the N W 1/4 of the
 S W 1/4 & the S 1/2 of the S W 1/4 of the N W 1/4 of section 29 Town-
 ship 21 Range 2 West & also vine hives, carts & harnesses & also the
 entire debt or debts due or to be due to the said Jonathan Ware at
 or after the date of these presents from the Alabama & Tennessee
 rail road company to have & hold the same unto the said
 Pleasant M. Hancher his executors administrators & assigns
 forever to the only proper use of the said Pleasant M. Hancher for him-
 self his heirs & assigns & the said Jonathan Ware for himself his
 heirs & doth hereby covenant & agree to & with the said Pleasant M.
 Hancher his heirs & shall and will forever warrant and defend by
 these presents upon trust nevertheless the said Pleasant M. Hancher
 his heirs & shall permit the said Jonathan Ware to remain in the
 quiet possession of the property hereby conveyed with the exception of
 the said debt or debts above named which the said Pleasant M.
 Hancher shall collect and apply in payment of said note until default
 be made in the payment of said note above named to secure the
 payment of which this deed is made and thereupon this further trust
 that in the said Pleasant M. Hancher his heirs & administrators
 shall and will within thirty days after the happening of such
 default of payment in whole or in part sell the said property
 to the highest bidder for cash at public outcry after having given
 thirty days notice by advertisement at three or more public places
 in said County of Shelby appointing the time and place of sale
 in the said advertisements & the money to arise from such sale
 to be received as aforesaid upon trust to the intent that he shall
 and do in the first place pay & retain to & reimburse himself all
 such costs charges & expenses as he shall or may pay retain or expend
 in or about such sale so to be made as aforesaid or in collecting
 or getting in the debt or debts mentioned to be hereby assigned
 as aforesaid & then in trust that in the said Pleasant M. Hancher
 his executors or administrators shall apply the residue of said
 trust moneys in and towards payment and satisfaction of said
 note above described & no, after payment or satisfaction of the whole
 of said debt or note, and if such costs charges & expenses as aforesaid.

then in trust that the said Pleasant M. Fancher his Executors or administrators shall pay the surplus of said trust moneys if any unto the said Jonathan Weare his Executors, administrators or assigns But if the said Jonathan Weare shall pay or cause to be paid the said note above named and all costs that may accrue thereon at or before the time when the same shall be due and payable to that no default happens in the payment in whole or in part then this indenture to be void otherwise to remain in full force and effect.

And the said Pleasant M. Fancher for himself his & executors and agrees with the said Jonathan Weare his & and with the said W. L. & D. W. Pringle that he will faithfully execute all the trusts herein & hereby reposed in him in which share of the parties have hereunto set their hands & seals this the day and year first above written

Jonathan Weare seal
 Pleasant M. Fancher seal
 W. L. & D. W. Pringle seal

The State of Alabama
 Shelby County

Before me Thomas Sumner acting Justice of the Peace in and for said County personally came Jonathan Weare and acknowledged that he signed sealed & delivered to Pleasant M. Fancher the foregoing and for the purpose therein named on the day and date therein mentioned

Given under my hand & seal this the 5th of March 1859. Thomas Sumner Justice of Peace seal

Filed and recorded in my office this the 9 day of March 1859 per McGowan; John M. McManahan
 Judge of Probate