

5045

Ware

The State of Alabama } An indenture of three parts made
Shelby County } & entered concluded this the fifth day
of March in the year of our Lord Eighteen hundred and fifty
two between Jonathan Ware of the first part Hunch Sabers
of the second part & Pleasant M. Stancher of the third part Whereas
the said Jonathan Ware is indebted unto the said Pleasant M.
Stancher in the sum of five hundred & twenty seven Dollars
four cents for which said sum the said Pleasant M. Stancher
holds the promissory note of said Jonathan Ware which
said note bears date on March the third 1850 & was due one
day after date & whereas the said Pleasant M. Stancher is security
for certain notes made by the said Jonathan Ware to wit one
to John Garner for \$60. dated May 30th 1851 & due on the 25
of December 1851 & also one to Edmund King for \$100.5 due on the
25 of December 1852 & also six notes to W. L. Minter one for
\$43. one for \$30 one for \$33 one for \$42 one for \$45.23 cents

one for \$47. all of said six notes last mentioned being notes dated on the 28 of February 1852 & due on the 25th of December of the same year & whereas also the said Jonathan Weare is desirous to secure the payment of said note to the said Pleasant M. Hancher, & also to secure the said Pleasant M. Hancher as security to the said notes above described & in order so to do has agreed to give some of his estate & effect to be described herein after unto the said French Nabors upon trust for the benefit of said Pleasant M. Hancher in the manner hereinafter mentioned of the sum of one Dollar to the said Jonathan Weare paid by the said French Nabors the receipt whereof is hereby acknowledged by the said Jonathan Weare doth give grant bargain sell & convey unto the said French Nabors his heirs & assigns forever certain pieces & parcels of land situated in the County of Shelby known as the E $\frac{1}{2}$ of the NW $\frac{1}{4}$ of section 30 & the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ & the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of section 30 and also the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ & the S $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of section 29 Township 21 Range 2 West & also nine horse carts & harnesses to hold & have the same unto the said French Nabors his heirs executors administrators & assigns forever to the only proper use of said French Nabors for his self his heirs & assigns & the said Jonathan Weare for himself his heirs & doth hereby covenant & agree to & with the said French Nabors for his heirs & the said party hereby conveyed unto the said French Nabors his heirs & shall & will forever warrant and defend by these presents upon trust set & deed of trust made on the fourth of March 1852 by the said Jonathan Weare to the said Pleasant M. Hancher as Trustee for W & D W. Martin shall have precedence over the trust created by these presents. Nevertheless the said French Nabors his heirs & shall permit the said Jonathan Weare to remain in quiet possession of the property hereby conveyed until the first day of February 1853; at which said time if the said note to secure the payment of which this deed is made and the said notes on which said Pleasant M. Hancher is security are unpaid then & thereon this further trust that he the said French Nabors his heirs & administrators shall and will within thirty five days after said first day of February 1853 sell the said property to the highest bidder for cash at public outcry after having given thirty days notice by advertisements at three or more public places in said County of Shelby appointing the time and place of said in said advertisements & the moneys accruing from such sale pay & satisfy first the said note made to said Pleasant M. Hancher & then the said notes for which he is security & also all costs and interest that may accrue thereon and the remainder if any pay to the said Jonathan Weare But if the said Jonathan Weare shall pay or cause to be paid the said notes above named and all costs that may accrue thereon at or before the said first day of February 1853 then this indenture to be void otherwise of full force and virtue.

And then said French Nabors for himself his heirs & covenants & agrees with the said Pleasant Jonathan Weare his & with the said Pleasant M. Hancher that he will faithfully execute all the trusts herein & hereby conveyed in him in witness whereof the parties have hereunto set their hands & seals this the day and year first above written

Jno^r Weare seal
 French Nabors seal
 P M Hancher seal

The State of Alabama } Before me Heron Summer an
 Shelby County } acting Justice of the peace in and
 for said County personally came Jonathan Weare and se-
 knowledged that he signed sealed & delivered to French
 Nabors the foregoing Deed for the purpose therein named
 & on the day and year therein mentioned

Given under my hand & seal this the 5th of
 March 1859. Heron Summer seal

Filed and recorded in my office in Columbiana this
 the 9 day of March 1859. Johnth McAllanahan
 Judge of Probate