

The State of Alabama, This Deed of Trust made and
 Hubby. County } Entered into this 5th day
 of April AD 1852 between William Mardis the
 debtor of the 1st part A Mrs. Collette the Trustee of the
 2d part and John M. McLanahan David M. Mc-
 lanahan and William Baker the creditors of the 3d part
 all of the county & state aforesaid Witnesseth that said
 Mardis is fully indebted to said J. M. McLanahan
 two certain promissory notes both dated 5th April 1852
 one for one hundred and twenty nine \$100 dollars due the
 25 December 1852 and the other one of said notes for the sum
 of forty three \$400 dollars due one day after date and to said
 D. McLanahan two promissory notes are made by said
 William Mardis and John Mardis for the sum of two
 hundred and sixty \$200 dollars dated 5th April 1852 and due
 one day after date with interest from 1st January last past
 and also a note made by said Mardis to said D. M. Mc-
 lanahan for forty two dollars dated 3 day of May 1851
 and due 1 day of January 1852. With a sum of one \$400 dollars
 1st Jan'y 1852 and said Mardis is indebted to said William
 Baker a promissory note one for one hundred and
 eighty one \$800 dollars dated 1st May 1851 and due 1st Jan-
 uary 1852 and also a note dated 12th day for the sum of
 seventy \$700 dollars and due one day after date which
 said debts said Mardis is anxious and desirous to secure
 therefore for and consideration of the premises as well the
 sum of ten dollars to him in hand paid by said Collette
 the receipt whereof is hereby acknowledged said Mardis has
 given granted bargained and sold and by these presents does
 give grant bargain and sell to said Collette the following
 described property for ever viz a negro boy name of dark
 complexion about twenty years old called Morris one
 barrel more mule one yoke of Oxen and waggons; the
 same are in the possession of the said Mardis also the
 following land lying and being in said County viz
 the E 1/4 of Section 28 the S 1/4 of the N 1/4 and
 the N 1/4 and the N 1/4 of the SE 1/4 of section 27
 all in Township 21 Range one West being the tract of land
 on which said Mardis now resides to have and to hold
 the same for ever upon trust nevertheless and it is
 here agreed and understood said Mardis is to retain the
 possession of said property so long as said creditors consent
 but upon the requirement of them or either of them

129⁵⁰
 129²⁰ 2
 259.30
 43 20.3
 3 20.6
 5 20.6
 5 20.6
 42
 550.57
 1 20.6
 732.25
 17
 949

said Elliott may and shall seize said property real and personal or any part thereof, and a sufficient thing and sell the same at public auction in Columbus to the highest bidder for cash. ^{1st} giving twenty days notice by advertisement in at least three public places in said County and out of said sale pay and satisfy said debts of said sale pay and satisfy said debts until all are paid and the costs hereof and the balance pay to said Merdis but should said debts be by said Merdis fully paid without a sale this Deed is null and void witness our hands and seals.

William Merdis Real
Annus. M. Elliott Real
John M. McLanahan Real
D. N. McLanahan Real
William Baker Real

The State of Alabama Before me H. N. Nabors a Justice of the Peace for said County personally called the above Named Wm. Merdis Annus. Elliott J. M. McLanahan D. N. McLanahan and Wm. Baker and severally acknowledged that they signed sealed and delivered the foregoing Deed of Trust on the day it bears date for the purposes and consideration therein expressed.

Witness my hand and seal this 6. April 1857.

H. N. Nabors J. D. Real

Filed and Recorded in my office this 6. day of April 1857.
J. M. McLanahan
Judge of the Probate