

This Indenture made this 15th day of June in
 the year of our Lord Eighteen hundred and fifty two between
 Lewis Baradour of the first part Samuel E. Weatheris of the
 second part and Columbus Cunningham of the third
 wherein the said Lewis Baradour is jointly indebted to
 the said C. Cunningham in the sum of Two hundred
 & fifty dollars for money which the said Cunningham
 has advanced to pay to several creditors of the said Baradour

which sum is to be paid due the 1st day of January 1853 & 2.
which the said Bardon is willing and desirous to secure
now this intention Witnesseth that for and in consideration
of the premises & also for the further consideration of said
to said D. E. Weathers in hand paid by the said C. Cunningham
at & before the delivering hereof the receipt whereof is hereby acknowledged
he said Lewis Bardon hath given granted bargain sold &
conveyed & by these presents doth give grant bargain sell and
convey to the D. E. Weathers his heirs and assigns forever
two lots lying in the Town of Marshall's Shelby County
Alabama known as the lots 24 & 25 being the same lots
on which his new lines also are laid and situated two
sides 1. corner to 1. Brierley 1. Clock, two. Stands & 12 chairs
with all the appertinances to the said tract of land belonging
to have and to hold the said hereby granted lot of land
& premises with the said D. E. Weathers his heirs Executors
and assigns forever and the said C. Bardon covenants and
gives with the said D. E. Weathers that he may enjoy
the same with out the hindrance or disturbance of him-
self or any claiming under him and that he will by these
presents covenant and forever ever defend the said ~~lots~~
lots and premises to the said D. E. Weathers his heirs and
assigns forever upon trust always that the said party
of the first part is to remain in ^{quiet} possession of the
above property unless default is made in the payment
of said sum of Two hundred and fifty dollars. Either
in whole or in part and then upon this further trust
that the said D. E. Weathers his heirs or shall & well do so
after the happening of such default of payment
as he may think proper on the said C. Cunningham
shall request sell the said lots of land & premises at
Marshall's at public auction after giving thirty days
notice thereof by advertisement at three public places in
said County and out of the moneys arising from such
sale after the paying the charges thereof pay to the said
C. Cunningham the said sum of two hundred & fifty
dollars & the balance if any shall pay to the party of the
first his heirs or. But if the whole of said sum of Two
hundred and fifty dollars shall be fully paid off to the
said C. Cunningham where due without default
then this intention 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
this day & year first above Written

Signed, Sealed and Delivered in presence,
 L. F. Norton Lewis Bowden Dea
 E. A. Butcher } D. E. Westover Dea
 Valer. L. Moroney } C. Cunningham Dea

The State of California Before me: W. B. Seymour
 Judge of the Peace } an acting Justice of the Peace
 in and for said County personally came Lewis
 Bowden, Daniel E. Westover and Columbus—
 Cunningham and acknowledged that they
 signed, Sealed and delivered the foregoing deed on the
 day and for the purposes therein mentioned.
 Given under my hand and seal this the 15th day
 of June A. D. 1852.

W. B. Seymour Dea
) Justice of the Peace

Filed in this office the 2d July 1852 and Recorded
 in this office 5 July 1852.

John M. McClanahan
 Judge of the Probate