

This Indenture made ~~at~~^{on} the Eleventh day of June in
 the year of our Lord one thousand Eight hundred
 and fifty two between Lewis Baudan his wife
 of the first part Daniel C. Wheaton of the second
 part & C. Cunningham & Co. of the third part Whereas
 the said Lewis Baudan is justly indebted to the
 said C. Cunningham & Co. in the sum of Twelve
 hundred Dollars to be paid on the first day of January
 next as by a promissory note being Ever dated
 herewith more fully appears which to the said Lewis
 Baudan is willing and desirous to secure. Now
 this indenture witnesseth that for and in consideration
 of the sum of one dollar and also ^{for} the further consideration of
 one dollar to the said D. C. Wheaton in hand paid
 by the said C. Cunningham & Co. at and before the
 making and delivery of these presents the receipt whereof
 is hereby acknowledged by the said Lewis Baudan
 & ~~D. C. Wheaton~~ D. C. Wheaton. Baudan his wife have
 given granted bargained sold conveyed & confirmed
 and by these presents do give grant bargain
 sell convey & confirm to the said D. C. Wheaton

his heirs and assigns forever two lots of
land lying in the town of Marshall county
of the State of Alabama known as lots no.
24 and 25 ^{no.} being the same lots as which we
now live also the following personal property viz
1 bed & furniture 2 sofas
2 Stands - 10 chairs & the crop of corn now growing
with all & singular the appurtenances to the said tract
of land appertaining and all the Estate right title
& interest of the said Lewis Bardan & Driscillo
his wife in & to the said granted tract of land and
premises to have and to hold the said hereby granted tra-
ct of land & premises with the said D. E. Weatherup his
heirs & assigns administrators & assigns forever and
the said Lewis Bardan for himself his heirs & assigns
& assigns to & with the said Daniel E. Weatherup his heirs
& assigns that he will warrant & forever defend said tract
of land & premises to him against the lawful claims
of all persons whatsoever upon trust nevertheless
that the said party of the first part is to remain in
quiet possession of said property until default be made
in the payment of the said of thirteen hundred dollars
either in whole or in part and upon this further trust
that the said Daniel E. Weatherup his heirs & assigns will soon
after the happening of such default of payments as he may
think proper or the said C. C. Cunningham or shall request
sell the said lots of land & premises personally property to
the highest bidder for cash at public auction at Marshall county
after thirty days notice thereof at three public places in said
county by advertising and out of the monies arising
from such sale after paying the charges, pay to the
said C. C. Cunningham or the said sum of thirteen
hundred dollars & the balance if any shall pay to the
party of the first part his or her but if the whole of said sum
of thirteen hundred dollars shall be fully paid off to the
said C. C. Cunningham or where due so that there is no
default therein then this indenture 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 and seals this day & year first above
written

Lewis Bardan Seal

Driscillo Bardan Seal

D. E. Weatherup Seal

C. C. Cunningham Seal

Witness my hand & seal of the County of Marshall this day & year first above
written
John J. Burns
Clerk of the Court

The State of Alabama, Before me James M. Shubby, County of Nacores, an Acting Justice of the Peace in and for said County personally came the above named Lewis Burdett and acknowledged that he signed sealed and delivered the foregoing Deed to D. C. Westaway also at the same time & place Daniel C. Westaway who acknowledged that he signed & accepted the trust in the foregoing Deed also L. Cunningham who acknowledged that he signed & acted as witness for L. Cunningham or all on the day and year and for the purposes therein mentioned. Also at the same time came the within named Drucilla Burdett - wife of the said Lewis Burdett who being by me examined (privately) privately and apart from her husband acknowledged that she signed sealed & delivered the foregoing Deed thereby and hereby relinquishing all her right to dower in & to said lots of land conveyed in said Deed freely and voluntarily and without any threat or compulsion of her husband.

GIVEN under my hand and seal this the 19th day of June A.D. 1852.

James M. Nabors seal
Justice of the Peace

Filed for Record the 2^d July 1852. and Recorded in this office this the 6th July A.D. 1852.

John M. McClanahan
Judge of the Probate