

93
The State of Alabama } Know all men by these
Shelby County } that I Wilem Horton of
said County am justly indebted to Robert R Rushing
and Elliott B Sawyer as administrators of the Estate
of Bryant Rushing late of said County due by promiss-
ory note dated March 3, 1849 payable to said
Bryant Rushing for the sum of twenty five
hundred dollars due the 25 day of December
1849 on which note is a Credit of six hundred
dollars 27 Feby 1852 and on which one Wilem I
Horton is security. On which is now due about
Twenty four hundred dollars which said debt I
am willing and desirous to secure to be paid
and on which a further indulgence is desired
that I may be enabled by proceeds of Crop and
other sources to raise means to discharge
the same without suit if the said Rushing
and Sawyer being willing thereto. now therefore
in consideration of the premises as well as
of five dollars to me in hand paid by said

Rushing and Sawyer the receipt of which is acknowledge
 dged I the said Wilem Horton do by these Presents
 bargain sell convey and confirm unto the said
 Rushing and Sawyer the following designated
 tracts of Land Situate in said County viz the NW¹/₄
 of the NE¹/₄ of Sec 33 T 21 of R 1 E also about
 20 acres of the NW¹/₄ of the NE¹/₄ of same section
 T 2 Range (West part) & the SE¹/₂ of the E¹/₂ of the
 SW¹/₄ of Sec 34 T 21 R 1 E 140 acres more or
 less and also the following named negroes
 Slaves to wit negro man named Bob
 about twenty years old Negro boy named
 Abraham about fifteen years old and neg-
 ro woman Sylvia about forty five years of
 age and also one Gin and one thrasher and
 wheat fan To have & to hold the said Land
 negroes Gin Thrasher & wheat fan unto the said
 Rushing & Sawyer the Survivor his representa-
 tive or assigns forever and I the said Wilem
 Horton cannot and agree with said Rushing
 and Sawyer that I am lawfully seized in fee
 of said Land and have good right & title
 to the same as well to said negroes Thrasher
 Gin & fan that the same are free of minor
 claims and that I have good right to sell
 and dispose of the same and by these Presents
 warrant and well ever defend the same to
 them the Survivor his representative or assigns
 in trust however and this conveyance is
 upon this Condition that should the balance
 due on said note be paid off & discharged
 on or by the 1st day of January next then
 this Conveyance to be void but should
 the same or any part thereof remain
 unpaid on that day the said Rushing
 & Sawyer one or both or the Survivor
 or the executor or administrator of the Survivor
 or their assigns may as soon thereafter
 as the said Rushing & Sawyer or either or
 the Survivor if either dead or the repre-
 sentative of the Survivor if both dead or
 the assigns may think proper sell
 and sell said Land and negroes Gin
 Thrasher & fan or so much thereof as may

be necessary to pay the Expenses of this Conveyance and said Sale and the Amount due and unpaid on said Note and shall out of said proceeds pay and satisfy the same if sufficient getting at least twenty days previous notice of time and place of Sale the same to be sold for Cash. In Witness of which I have set my hand and seal this 26 day of August AD 1852 Wylie Horton Seal

The State of Alabama } Before me J. M. McClanahan
Shelby County } Judge of the Court of Probate
in and for said County. personally came the
above named Wylie Horton and acknowledged
that he signed Sealed & delivered the foregoing
Deed of Trust on the day of the date thereof
to the said Rushing & Sargis given under
my hand and seal this 26 August AD
1852. J. M. McClanahan Seal Judge of Probate

Filed 26 and recorded 31 August 1852

J. M. McClanahan Judge