

The State of Alabama
 Shelby County } This Deed of Trust & agreement
 made and Entered into this the 19 day of November
 1852 between Arvin Parrill and Abner Parrill late
 copartners using the firm name and style of A & A-B-
 Parrill the debtors of the first part and Ephraim A
 Ruckelshaus Joseph Roper & J. Mc. McClunahan creditors
 & Trustees for themselves and others of the 2nd part all of the
 county and State of said Whitfield that Whereas said 1st
 party are jointly indebted to James M. Bradford & Co the
 amount of two judgments in the Circuit Court of said
 county rendered at the last term thereof to which David
 Owen is a party defendant thereto viz. One for the sum
 of one hundred & thirty 08/100 dollars & cents and the other
 of said judgments for the sum of one hundred and six
 ten dollars more or less with accretions thereon of
 Twenty one dollars more or less and each and also indebted
 to Richard Cox and Co of Montgomery the sum

of four hundred and twenty one 65/100 dollars on which
 suit is now pending against said 1st party and against
 J. McElanahan, Wm. H. Pope, David W. McElanahan
 & Ephraim A. Runkhewille as Sureties to said 1st
 party in the circuit court of said county and
 Whereas said 1st party are justly indebted to the said
 Joseph Pope and J. McElanahan the amount of a promissory
 note for three hundred dollars dated 19 October 1852 and due
 1 January 1853 made payable to George W. Johnson & by him
 Endorsed and Whereas said 1st party are indebted to said George
 the sum of one hundred and twenty five by note dated

& due Which said debt is secured by Ephraim A.
 Runkhewille which said debts said first party are anxious & des-
 irous to secure therefore for and in consideration of the sum
 of as well the sum of five dollars to them in hand paid
 by the 2nd party the receipt of which whereby acknowledged said
 1st party have given granted bargained and sold and by
 these presents do give grant bargain sell to said 2nd party
 the following property viz one Wagon and two mules
 the same which are now in the possession of the said
 1st party also the late of brand in the town of Co-
 lumbiana With the appurtenances thereto belonging & to
 the same which is occupied by said 1st party as a shop
 well and for machinery also all the lot of lumber tools
 and machinery of every nature kind and description
 Except the Engine boiler old pump and stack thirty feet
 of shunting which is now owned and possessed by said
 2nd party to have and to hold the same to said 2nd
 party thereunto representing & agreeing forever both real &
 personal upon trust nevertheless said Amin Darnell who
 hold the possession of said property until default be
 made in the payment of the debts of said or either
 of them or any part thereof then upon such default
 said 2nd party or either of them or their assigns
 or representatives or either of them may sell the property
 aforesaid or any of it real or personal and sell the same
 to the highest bidder in Columbiana for cash 1 year
 Twenty days notice of the time and place of said sale &
 out of said sale pay said debts & the balance if any pay
 over to said trust party but should the whole of said
 debts be paid by said 1st party then this deed is to be null
 and void else to remain in full force Whence acknowledged
 sold.

A. Darnell — seal

A. G. Parrell seal
 Joseph Roper seal
 J. M. McClanahan seal
 E. A. Rinehorill seal

The State of Alabama
 Shelby County } Before me Heorson V. Vabors.
 a Justice of the Peace for said county came Abba
 G. Parrell Amin Parrell Joseph Roper Ephraim A.
 Rinehorill and John M. McClanahan and severally
 acknowledged that they signed sealed and delivered the
 above and foregoing Deed on the day it bears date for the
 purpose & consideration therein expressed. In Testimony
 of which Witness my hand and seal & official act
 this 22 day of November A.D. 1852.

Heorson V. Vabors. seal

Justice of the Peace
 Filed and Recorded in my office this the
 6 day of December A.D. 1852. J. M. McClanahan
 Judge of Probate
 Per. McJohnson