

V V V V Judge of Probate

This Indenture made this 15th day of December, 1852
between Lewis Bowden and Prucilla Bowden
wife of the first and Thomas L. Bowden
of the second part and Daniel Waters of the third
part. Whereas the said party of the first part
is indebted to the said party of the second part
in the sum of six hundred & sixty six $\frac{4}{100}$ dollars
by note due and payable by the first day of January 1853
which debt the said party of the first part is willing and
anxious to secure. Now this indenture Witnesseth that
in consideration of the premises and for the full
consideration of one dollar to him in hand
paid by the said party of the third part this
receipt whereby acknowledged & having
and sold and conveyed unto them of the
third part two lots or parcels of land lying and be-
ing in the town of Mount Pleasant and
described as lots No 24 and 25 in part of said town
containing one half acre each with all and singular
the appurtenances therunto belonging to him and to
hold the said lots or parcels of land and premises
unto him of the third part his heirs Executors admin-
istrators and assigns forever upon trust nevertheless
up and to the extent hereafter expressed that the
said party of the first part continue and remain in
possession of said lots and premises until default be made
in the payment of said debt so due and payable as above
stated in whole or in part and upon trust also that if
default be made in the payment of said debt so pay-
able as aforesaid by them of the first part in whole or
in part that it shall be lawful for him of the third
part to sell said lots and premises at public auction to
the highest bidder for ready money after having given
public notice by advertisement set up in the public place
at least thirty days before said sale of the terms and

of sale or subsequently where requested by said party of the second
part giving said note as above stand and of the fund-
of said I will pay the costs of this deed & said debt and the interest
thereon and the remainder of said proceeds pay to the said por-
ty of the first part - but in case there be no default in the paymen-
ent of said debt in whole or in part but if all above be paid
when due then this deed to be utterly void and of no effect
In Witness Whereof we have hereunto set our hands & seal this
15 day of Dec 1852

signed sealed and delivered in presence

of J. B. Allen
J. B. Wilson
B. H. Randall

Lewis B. Bowdler Seal
J. L. Morrow Seal
J. C. Watcous Seal

The State of Arkansas Before Me, James A. Foster of the
Shelby County 3 Dec for said County personally
appeared Lewis B. Bowdler and Dracello his wife and acknow-
ledged that they signed sealed and delivered the within deed
and the said Dracello being examined by me separately
in her said husband acknowledged that she executed said
deed of her own free will without any undue influence
by her husband hence under my hand & seal this day of
Dec 3. 1852

James A. Foster

Judge of the Peace

Filed and Recorded in this office this 8th day of Jan 1853.