

The State of Nebraska This Indenture made and Entered
 Perry county 3 into this Twenty seventh day of
 December A D 1853 between Benjamin H. Dennis of the
 county of Shelby & State of Iowa of the first part and David
 N. McMahon of the said county and State of the said
 part and John Heorne of the county of Kearney & State
 of Iowa of the third part Witnesseth that whereas the party
 of the first part is fully indebted to the party of the third
 part in the sum of one thousand Dollars by promiss-
 sory note bearing date with these presents and
 due on the 27th day of December A D 1853 with interest
 from date and whereas the said party of the first
 is willing and anxious to secure the payment of said
 note and the interest due thereon at its maturity
 Now therefore the said party of the first part for and
 in consideration of the sum of one hundred paid by the party
 of the second part hath granted bargained and sold +
 and by these presents hath granted bargained & sell Transferred &
 conveyed unto the said party of the second part and to his
 heirs and assigns the following described Real Estate lying
 in the county of Shelby and State of Nebraska to wit
 the North East fourth of the South East fourth of section
 four & Township Twenty Two of Range one East also the East
 half of the North East fourth & the North West fourth of
 the North East fourth and the North West fourth of the
 South East fourth of section four And the South half
 of the North West fourth of section three all in Town-
 ship Twenty Two of Range one West also the west half
 of the South West fourth and the South East fourth
 of the South West fourth & the South West fourth of the
 South East fourth of section four of Township Twenty

Two & Range are West also the South West fourth
 of the North East fourth and the South East fourth
 of the North West fourth of section four Towns-
 hip Twenty two and Range are west. and also the
 Town lots and improvements therein lying in the
 Town of Columbiana in Shelby County including
 the houses and lot on which the party of the first
 part now resides and is known as his dwelling house
 lot one being the house and lot known as his shop lot
 and being a house and lot used as a store and known
 as the George Store House & lot of the party of the first
 part together with all the improvements, privileges and
 appurtenances in any wise or manner belonging to the
 above described lands and lots to have and to have to
 the party of the second part his heirs and assigns forever
 In Trust nevertheless the life and upon the following condition
 that the said party of the first part fail to pay off and
 discharge the said above described promissory note and
 all the interest thereon at its maturity then so soon as
 the said party of the third part his Representatives, or as-
 signs may require the said party of the second part
 is hereby authorized to sell any or all of the said above
 described lands and lots at public outcry to the highest
 bidder for cash after giving at least thirty day pub-
 lic notice of the time place and terms of such sale by notice
 posted up in three or more public places in Shelby county
 and by such other means of publication as he may
 deem proper and out of the proceeds of such sale after
 paying the necessary and proper expenses of the execu-
 tion of this Trust pay off and discharge the said
 promissory note with all the interest that may there-
 on be due on the second and the surplus if any pay to the
 party of the first part or his Representatives. And upon this
 further Trust that should the said party of the first part
 at or before the maturity of the said promissory
 note not pay off and discharge the same with the
 interest due thereon then this Indenture to be void and
 of no force or effect otherwise to remain in full force
 and effect In Testimony Whereof the parties have here-
 unto set their hands and affixed their seals on the
 day and date above written B. H. Dumas seal
 J. H. McClure seal
 John Horne seal

The State of Alabama came personally before me an acting
Shelby County Justice of the Peace in and for said county
my & State being with it Dennis the grantor to those named
appears signed to the foregoing deed who acknowledged
that he signed sealed and delivered the foregoing deed
to the the grantee therein named for the purposes therein
expressed and on the day and year therein mentioned
and also came John H. H. who acknowledged that he
signed and sealed the same on the day & year therein ex-
pressed herein under my hand and seal this 27th day
of December A.D. 1850. N. V. Brooks (J.D.)

The State of Alabama Before the under signed judge of
Shelby County 3 Proctor in and for said county
came David W. McClanahan and acknowledged that he
signed sealed and delivered the above and foregoing deed
of latest on the day at now then for the purpose & cause
written therein expressed in testimony of which I set up
my hand & this 13 day of January A.D. 1853.

D. W. McClanahan
Judge of Probate

Filed the 8 of January and Recorded the 13 of January
A.D. 1853. H. Johnson Clerk