

The State of Alabama } This Indenture made
 Shelly County ss } this the 26 day of July
 Eighteen hundred and fifty three between Stafford
 Wallaw of the first part Wm Garner of the 2nd
 part and Miles Rachel James Wallaw of the 3^d
 part all of the County & State above named - We
 stipulate that Whereas the said Stafford Wallaw
 is indebted to the said Miles Rachel & James
 Wallaw the sum of two hundred and seventy
 27
 11.00
 seven dollars the same being a promissory note
 dated the 26th of February 1853. and due the
 25 day of December next the said notes being
 given in payment for the said business after
 described & Stafford Wallaw have bargained
 sold assigned and conveyed and by these Presents
 doth bargain sell assign and convey in to
 said Wm Garner for and in consideration of the
 sum of five dollars of lawful money
 by the said Stafford Wallaw in hand paid
 at and before the executing and delivery
 these Presents. the receipt Whereof is
 hereby acknowledged the following
 described tract of land. lying & being

in the County & State above named
 viz the West half NW¹/₄ of Section 34
 & the E¹/₂ of the SE¹/₄ of Section 33
 Township 24 Range 13 East also by these
 Presents I do further bargain and sell
 unto the said party of the 2^d part
 one yoke of Oxen three years old
 one black & one pided one pided
 Cow. and white Cow. With black Sheep
 I Stafford Wallaw for myself my heirs
 and assigns Warranted and will Ever def
 end unto the said William Garner
 a good and lawful right to the property
 herein described against all & Every
 person forever in trust nevertheless
 Should the said Stafford Wallaw pay or
 Cause to be paid to the said Miles Perkins
 James Wallaw the notes herein recorded
 On or before the 25 day of December
 next then this obligation to be void
 And of no Effect but Should the said
 Stafford Wallaw fail to pay the
 same On or before the 25 of December
 next in Case the said William Garner
 may proceed to sell property herein
 described at the town of Mountville
 first giving thirty days notice & then
 the said William Garner shall apply
 the proceeds to the payment of the notes
 herein described & if there should rem
 ain the balance in the hands of
 the said William Garner arising
 from the sale of the within described
 property after paying the within
 described notes then the said Wm
 Garner shall pay the balance to
 the said Stafford Wallaw after
 paying the expenses of carrying
 this trust into effect given under
 my hand and seal 28 day of
 February 1853 Stafford Wallaw seal

237.
The State of Massachusetts Personally appeared
Shelly Annety 3 before me of J
Nelson an acting Justice of the Peace
of the County and State of and
Hoffard Wallace the maker of
the Within Dued of Trust and ask
knowledge that he Signed Sealed
and delivered the same to William
Gamm for the purposes therein spe
cified. and on the day and date there
in mentioned gave under my
hand and seal the 28 day of July
1853

W J Nelson -
I William Gamm accept the trust
Confided in me by the Within Dued
of Trust Wm Gamm

Filed for Record 15 day of March 1855
And Recorded 28 March 1855

J McCallumham
Judge of Probate