

Epsman
 To
 Butter

The State of Alabama } This Indenture made
 Shelly County } this 12 day of March
 1853 between Thomas Epsman of the first part
 Charles S Rawley of the 2nd part & Butter
 of the third part all of the County & State of
 aforesaid witnesseth that whereas the said
 Thomas Epsman is indebted to the said H Butter
 in the sum of sixty nine $9\frac{1}{10}$ dollars the
 same being a promissory note dated 12 March
 1853 due the first day of January next with
 interest from the 1st day of June last &
 Thomas Epsman have bargained sold aliened
 and conveyed and by their Parents doth bargain

sell said & convey unto the said Charles S Rawley
 for and in consideration of the sum of ^{five dollars} lawful
 money by the said Charles S Rawley to the said
 Thomas Eppman who has paid the receipt wh-
 ereof is hereby acknowledged the following de-
 scribed tract of land to wit the South End
 of the East half of the North West half quarter of
 Section fourteenth Township Twenty one Range
 three West being at the South End and running
 across the tract East and West as the same runs
 said land lying in State and County aforesaid and
 containing forty four acres more or less. I Thomas
 Eppman do for myself my heirs and assigns
 warrant and will ever defend unto the said
 Charles S Rawley a good and lawful title to
 the property herein described against all and
 every person whatsoever in trust nevertheless
 should the said Thomas Eppman pay or Cause
 to be paid the note herein described to the said
 H Butler on or before the 1 day of January next
 then this obligation to be void &c and of no
 Effect but should the said Thomas Eppman
 fail to pay the same on or before the first
 day of January next in that case the said
 Charles S Rawley may proceed to sell the land
 herein described at the store of Charles B
 Elliott first giving fifteen days notice and
 then the said Charles S Rawley shall apply the
 proceeds of the note herein described and
 if there should remain a balance in the hands
 of the said Charles S Rawley arising from the
 sale of the within property after paying the
 within described note then the said Charles
 S Rawley shall pay the balance over to said
 Thomas Eppman after paying the expenses
 of carrying this trust into Effect given
 under my hand and seal this 12 day of
 March 1853. Thomas Eppman Seal

The State of Alabama

Shilly County Before me H R Lyman
 an Acting Justice of the Peace in and for said
 County personally came Thomas Eppman
 and acknowledged that he signed sealed

and delivered the foregoing instrument to
 Charles S Rawley for the purposes therein
 specified and on the day and date therein
 mentioned given under my hand and seal
 this 12 day of March 1853 H R Symon Seal

I Charles S Rawley accept the trust expressed
 in me by the above deed trust C S Rawley
 Filed for Record 25 & Recorded 30 day
 of March 1853 J M McCreghan judge