

This Indenture made this 30th day of March AD
 1853 between Jonathan Ware the debtor French
 Nobors the Lender & Edmund King the creditor of
 Whitpith that whereas the said said Ware
 Ware is justly indebted to the said King
 the sum of four hundred dollars by promissory
 note bearing date with this Indenture &
 due the 1st day of March next which debt
 he is willing & desirous to secure
 This Indenture Whitpith that for and in con-
 sideration of the promises also for the further
 consideration of an advance to the said Ware
 Ware paid by the said French Nobors before
 the sealing hereof the fact whereof is hereby
 acknowledged better said Ware hath and
 doth by these presents give grant sell and convey
 unto the said Nobors his heirs & assigns forever
 A certain tract of land lying & being in the
 County State of Alabama described as fol-
 lows E¹/₂ of the N¹/₄ also the N¹/₄ of the S¹/₄
 also the N¹/₄ of the S¹/₄ of section 30 also
 the N¹/₄ of the S¹/₄ and the south half
 of the south west fourth of the N¹/₄ of
 section 29 all in Township 21 of Range two
 west also four horse carts & horses also forty
 shores amounting to one thousand dollars
 all paid out in the Alabama & Tennessee
 River Rail Road together with all and
 singular the appertinances thereto belonging
 or in anywise appertaining to have & to
 hold the same hereby granted tract of
 land horse carts and Horses and forty
 shores in the rail road above mentioned

to the said French Nabors his heirs Executors adm-
istrators and assigns to his only proper use
& behoof forever. thereby warranting and defending
the same against the claims of all persons
whomever upon trust nevertheless that the said
said John French Nabors his heirs &c shall permit
the said said Ware to receive in quiet possession
of said tract of land Horse carts and Rail Road
Stock until default is made in the payment
of the said debt and then upon this further
trust that the said trust shall & well so
soon as such default happens and the said King
regard all the said trust of land and premises
and the Horse carts & horses and the Rail
Road Stock to the highest bidder for cash at
public auction at Monticello upon giving
thirty days notice in the Monticello Herald
or at other public places in said County of Shelby
and after paying the said John & King the
said sum of four hundred Dollars and
such interest as may thereon accrue also
the Expenses and Charges of said sale shall
pay to the said Ware the balance if
any but if the whole of the said debt
and interest shall be fully paid off then
this indenture to be null and void
else to remain in full force and effect
In Witness whereof the said parties
to these presents have hereunto set their
hands and seals the day and date
above written. John French Nabors
Signed sealed & French Nabors. John
delivered in presence John & King. John
of J. W. Printer

The State of Missouri Before me William
Shelby County I James an acting
justice of the Peace in and for said county
personally came Jonathan Ware and acknow-
ledged that he signed sealed and delivered to
French Nabors the foregoing deed for the purpo-
ses therein mentioned and the day and date
therein mentioned. Given under my hand
& seal this 30 of March AD 1853.

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W. Sumner. J. P. Seal
Filed and recorded in this office
this the first day of April A.D. 1853.
J. W. McClanahan
Judge of Probate