

Bartholomew Mealy of the state of ^{alabama} Shelby county
 Meddy To
 To Walter C. Roper know all ^{that} ~~that~~ by these
~~Mr. Roper~~ ~~the~~ ~~assents~~ ~~that~~ Bartholomew Mealy of
 said county is justly indebted to W. C.
 Roper by promissory note of this date
 in the sum of fifty five dollars due
 the twenty fifth day of december next.
 Which said debt of Bartholomew Mealy
 is willing and desirous to secure to
 be paid to the said Walter C. Roper
 Now therefore in consideration of the
 promises as well as in consideration
 of the sum of one dollar to him
 in hand paid by Walter C. Roper

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the receipt of which is hereby acknowl-
edged I the said Bartholomew
Meddy has granted, bargained, and sold
to do by these presents grant bargain
sell convey & confirm unto ~~the~~ said
Wm. Roper the following designated
tract of land and appurtenances,
hereditaments thereto belonging
situated in said county to wit
the south east quarter of section 4
the south west quarter of section
No seven (7) in township twenty two (22)
of range No one (1) East containing
thirty nine acres and ninety eight
and a half hundredths at 1.25¢ per acre
To have and to hold the said tract of
land & premises to the said Walter H.
Roper, his heirs & assigns forever the
rights and title to which I the said
Bartholomew Meddy warrant & by ^{presents} these
will ever defend to the said Wm. Roper
his heirs and assigns in trust honor
and these presents are upon this
express condition that if said promise
or note is paid off and discharged
on or by the said twenty fifth day
of assempen then this conveyance to
be null and void. But should said
note should not be paid off and dis-
charged on or by said day, then
the sum becomes due then the
said Walter H. Roper or his assigns
may so soon thereafter as he may
think proper proceed to sell the
said tract of land and premises to
the highest bidder for cash at the
at the court house door of said
county first giving twenty days
notice thereof and out of the pro-
ceeds arising from the sale thereof
and shall pay of and discharge
the sum of money due unpaid

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on said note together with all expenses attending the making of this conveyance and said sale the excess if any pay over to the said Bartholomew Medley should a sale be made according to the purpose of this consequence the said Walter H. Tupper or his assigns shall make to the purchaser good title to the said tract of land in witness of which I the said Medley set my hand and seal this the day of Jan 1854

Bartholomew ^{his} Medley
mark

The State Alabama { I John M. McLan
Shelby County } Judge of probate
court in and for said county. (Thereby
certify that Bartholomew Medley known
to me acknowledged before me on
being informed of the contents of the
foregoing deed of trust that he voluntar-
ily signed the same on the day of his
date this 20th day of January 1854

J. M. McLanahan
Judge of probate