

The State of Alabama } This Indenture made
 Shelby County } this twenty seventh day
 Fancher of Maryland in the year of our Lord one thousand
 To Eight Hundred & fifty four between Pleasant
 M. Fancher of the first part John S. Stovis
 of the second part and Hiram Butler of
 the third part: Whereas the said Pleasant
 M. Fancher is justly indebted to the said
 Hiram Butler in the sum of Seventeen
 Hundred and Sixteen 99/100 Dollars as by two
 Judgments one for forty seven 18/100 Dollars
 the other for forty two 75/100 Dollars rendered by
 E. A. Bullock Esq. on the 22^d April instant
 against the said Fancher and in favor
 of said Butler also by a promissory note
 made by said Fancher for Fancher & Ware
 & Co. on the 29th Jan'y 1853 for forty three 96/100
 dollars due with interest from 1st day of Jan'y
 1853 also by three Judgments recovered by
 said Butler in the Circuit Court of said
 County on the 13th day of September 1852
 one against Fancher & Ware & Co. for twenty
 seven 26/100 dollars one against Fancher
 Ware & Woodruff for the sum of nine
 Hundred and forty five 06/100 Dollars the
 other against F. Ware for Five Hundred
 and Fifty 78/100 dollars the payment
 of which the said party of the first part
 has assumed and hereby assumes and
 upon which he paid on the 14th day
 of December 1852 the sum of two

Hundred and Eight $87/100$ dollars
 now fully appears. and Whereas the said
 party of the first part is justly indebted to
 the said Hiram Butler With on the P.
 Cyman his Copartner in business with
 him of one Hundred and Ninety Seven
 $58/100$ dollars as by these promissory notes
 more fully appears to wit two dated the 17
 day of January due at one day one for
 Thirty $78/100$ dollars the other for one Hundred
 and fifty Eight $98/100$ dollars and the third
 dated May the 26th 1854 due at one day for
 Seven $82/100$ dollars the first two of said notes
 with interest from the first day of January
 1854 all of which debts amounting to the
 sum of Ninety Seven and fourteen
 $57/100$ dollars besides the interests & costs
 thereon the said Hancher is willing and
 desirous to secure Now this Indenture
 Witnesseth that for and in Consideration
 of the sum of one dollar to the said P. M.
 Hancher in hand paid by the said J. S.
 Storrs before the signing hereof the receipt
 whereof is hereby acknowledged by the said
 Pleasant M. Hancher hath bargained and
 sold and by these presents doth grant
 convey and confirm to the said John
 S. Storrs his heirs & assigns forever all his
 undivided half Interest in and to certain
 tracts or parcels of Land known & described
 as the South East quarter of the North West
 quarter the South West quarter of the North
 West quarter the South West quarter of
 the North East quarter of Section Eight
 Township Twenty four Range 12 East
 also a portion of the West half of the North
 West quarter of the same Section Township
 & Range being the part of said tract
 of Land on which the Forge known as
 Wares Forge is situated, also the South
 West of the South West quarter of Section
 Seven in Township Twenty four Range 12
 East the South West quarter of the South
 West Quarter of Section Twenty four of

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Township Twenty two of Range four West the West half of the South East Quarter and the South East quarter of the South East quarter of Section Seventeen Township Twenty one of Range four West and all lying in the County of Shelby also the West half of the North East quarter of Section Twenty seven and the North East quarter of the North East quarter of Section Twenty eight Township Twenty four of Range Eleven East: Also the one fourth undivided interest of the Said Sanchez to the East half of the South East quarter of Section Twenty two in Township Twenty four of Range Eleven East all lying in the County of Bibb and all being in the Tuscaloosa Land district together with all and singular the appurtenances to the said tracts or parcels of Land belonging or in any wise appertaining to have and to hold the above granted, bargained and described premises with the appurtenances unto the said party of the second part his heirs and Executors administrators and assigns to his and there own use benefit and behoof forever to the extent of the undivided interest of Said Sanchez to the same and the said P. M. Sanchez doth hereby Covenant and agree with the said John A. Storns his Executors Administrators and assigns that his undivided interest aforesaid in and to the said tract or parcels of Land and premises with the appurtenances against all person Whomever shall and will Warrent forever defend by these presents upon trust nevertheless that the said J. A. Storns his heirs or shall permit the said P. M. Sanchez to remain in quiet possession of said tract of Land and premises with the appurtenances until the first day of January next (1855) and then upon this further trust that he his heirs or shall and will go soon after the expiration of said term (to wit)

the first day of January next as he
 his heirs & assigns think proper or shall
 be requested by the said H. C. Butler his
 Executors to sell the said tracts of Land
 and premises and with appurtenances
 to the extent of the undivided interest of
 the said P. M. Fancher or such part
 thereof as may be necessary for the
 purpose to the highest bidder for cash
 at public auction at Montevallo after
 giving twenty days notice in a newspaper
 printed at Montevallo and out of the
 monies arising from such sale shall
 after satisfying the charges & expenses
 thereof pay to the said Hiram Butler
 his Executors administrators & assigns the
 said sum of Ninety Hundred and
 fourteen 5/100 dollars with the interest
 that may thereon lawfully have accrued
 and also the costs which may be due on
 the said judgments after deducting the
 aforesaid sum of Two Hundred and
 Eight 8/100 dollars paid by said Fancher
 on the judgment of said H. C. Butler against
 J. Ware the balance of the money arising
 from such sale if any after paying
 the above debts interest & cost shall be paid
 to the said Fancher his heirs & assigns but if
 the whole of said sum of Ninety Hundred
 and fourteen 5/100 dollars less the \$208.87
 paid by P. Fancher to said Butler on
 judgment to J. Ware shall be fully paid
 off and discharged to the said Hiram
 Butler his Executors administrators and
 assigns on or before the first day of Jan'y
 1855 so that no default of the payment
 of the said sum of \$1914.57 less the said
 sum of \$208.87 with interest and cost
 thereon be made then this indenture to
 be void or else to remain in full force
 & virtue. In Witness Whereof the said parties
 to the said presents have hereunto set
 their hands and seals the day
 and year first above written

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Sealed & delivered	{	Pleasant M. Fancher	CS
in presence of		John V. Storrs	CS
W. S. Rowley		Hiram Butler	CS
Lewis Riggs			
E. A. Bulkeley	}		

The State of Alabama } I, E. A. Bulkeley a
 Shelby County } Justice of the peace in
 and for said County hereby Certify that
 Pleasant M. Fancher John V. Storrs and
 Hiram Butler whose names are signed
 to the foregoing Conveyance and who are
 known to me acknowledged before
 me on this day that being informed of
 the contents of Conveyance they Executed
 the Same Voluntarily on the day the
 Same bears date Given under my hand
 this 27th day of May A.D. 1854

E. A. Bulkeley J. P.

Filed for Record in the Probate Court
 of Shelby Co Ala 12 June 1854 and
 Recorded 19th of Same Month
 J. M. Clunahan
 Judge of Probate