Lawly To
Roper ✓

The State of Alabama,
Shelby County. } This deed of trust made & entered into this 4th day of Sep. 1854 between Elugah B. Lawly the debtor of the 1st part & Joseph Roper the creditor of the 2nd part; Witnesseth that the said party of the 1st part is indebted to the party of the 2nd part as follows to wit: the amount of the following described notes viz: 1st note one hundred & fifty dollars dated & due 22nd March 1849 on which the interest has been paid & credited up to 1st August 1854. The 2nd of said notes for sixteen dollars dated & due 13th April 1848. The third of said notes for the sum of twenty dollars, dated & due 13th April 1843; & the fourth of said notes for the sum of forty seven 1/100 dated 1st August 1854 & due one day after date. Also the amounts of three judgements rendered by C. B. Flearris a former Justice of Peace for said County in favor of said Joseph Roper & against Davi

Berry & said E. G. Lawly on the 5th Sep. 1850 & described as follows to wit: 1st of said judgments for the sum of thirty seven 57/100 dollars debt & Interest & costs one 81/100 dollars the 2nd of said Judgts for the sum of thirty seven 57/100 dollars debt Ints & costs one 81/100 dollars & the third of said Judgts for the sum of forty 22/100 dollars debt & Ints to Judgts & costs one ~~dollar~~ 81/100 all of said Judgements rendered 6 Sep 1846 & on which judgements interest has been paid to 1st August 1854, which said several debts said Lawly is anxious & desirous to secure, therefore for & in Consideration of the premises as well the sum of five dollars to him in hand paid the receipt of which is hereby acknowledged, said Lawly has given, granted, bargained & sold & by these presents does give, grant, bargain & sell to said Roper his heirs & assigns forever the following described lot of land in Columbiana to wit: the lot which lies between Wm Bakers Grocery & Odd Fellows Hall on the W. side of the street & between the street & R. E. Georges Lot to have & hold the same for ever upon trust, nevertheless & it is hereby expressly agreed & understood that said Lawly is to retain the possession of said Lot until the 1st of January next then if the foregoing described notes are not fully paid & said Judgts said Roper or his representative may seiz said Lot & sell the same to the highest bidder for cash in Columbiana first giving twenty days notice of the time & place of said sale & out of said sale pay & satisfy said debts & the balance if any pay over to said Lawly; But if the same are fully paid without a sale of said lot then this deed to be void & of none effect. Witness our hands & seals this 4th day of Sep. 1854.

E. G. Lawly (Seal)
Joseph Roper (Seal)

The State of Alabama, } I J. M. McClana-
Shelby County. } han Judge of Pro
for said County hereby certify that Eligah G. Lawly & Joseph Roper whose names are signed to the foregoing Conveyance & who are known to me, acknowledged before me on this day, that being informed

of the contents of the conveyance they execu-
ted the same voluntarily on the day the same
bears date. Given under my hand this 4th
day of Sep 1854. J. M. McClanahan
Judge of Probate
Filed for record on the 4th & recorded on
6th Sep 1854. J. M. McClanahan Judge of Probate.