189

T Bunyby
to
Crim

The State of Alabama } This deed of trust made and entered
Shelby County } into this the 7th day of February
1855 between Bartlet Bunyby the debtor of the 1st part
and A. B. Crim the Creditor of the 2nd part both
of the County and state aforesaid. Witnesseth that

the party of the first part is justly indebted to the party of the 2nd part the sum of four hundred ninety five 25/100 dollars to be due the 25th December 1865 in two notes the first payable to A. B. Crim for two hundred fifty two 50/100 dollars, the 2nd payable to Joseph Roper for two hundred forty two 75/100 dollars which note A. B. Crim is security which will more fully appear by notes for that amount by the said Busby to said Crim bearing even date herewith which said debts said Busby is anxious desirous to secure therefore for and in consideration of the premises as well for and in consideration of one dollar to him in hand paid by said Crim the receipt of which is hereby acknowledged, he the said Busby has given granted bargained and sold and by these presents does give grant bargain and sell to said Crim and to his heirs and assigns forever a certain tract or parcel of land to wit the North West fourth of the North West fourth and North East fourth of the South West fourth and the South West fourth of the North East fourth and South East fourth of the South West fourth all in Section 34th Township 34th of Range 13th East in Shelby Alabama and one grey horse and one brown mule and Chestnut sorrel mare and two yoke of oxen and waggon and six Cows and six yearlings all the property of said Busby and now in his possession to have and to hold said real and personally property upon the following trust to wit, the said A. B. Crim is have and retain the said property in peaceable and quiet possession he allowing said Busby the use of the property above described until default be made in the payment of the sum above named then the said A. B. Crim his assigns or representatives may satisfy said debt by advertising and selling said property in front of the Court House doore in Columbiana first giving thirty days notice of the time and place of said sale to the highest bidder for cash and first out of the proceeds of said sale satisfy said Debt and Costs and the ballance of said sale pay over to said Busby but should said debt be paid on its becoming due then this obligation to be void else to remain in full force Witness my hand and seal this the day above written

B. Busby

The State of Alabama
Shelby County } Before me H. Busby an acting Justice of the Peace in and for said County personally appeared Barthet Busby and acknowledged that he assigned sealed and delivered the foregoing deed to A. B. Crim on the day it bears date and for the purpose and consideration therein expressed Given under my hand and seal this the 7th day of February 1865=

H. Busby Justice of the Peace (L S)

Filed and recorded 6th March 1865 — J. M. McClanahan
Judge of Probate