575

Farr. A.

to

Johnson. S. H.

The State of Alabama, } This Deed of Trust, made and entered
Shelby county. } into this the 30th day of May, 1856, between
Adam Farr, the debtor of the first part, and S. H. Johnson the creditor
of the second part, both of the county and State aforesaid, wit-
nesseth that whereas the said party of the first part is justly
indebted to the said party of the second part in the following
amounts due and payable as follows:-1 Note for fifty dollars,
dated the 16th ~~March~~ March, 1856, and due one day after date signed
by A. Farr and R. B. Hardin; 2 for two dollars dated the 20th
of March, 1856, and due one day after date; three for the sum
of twenty-six 65/100 dated the 30th of May, 1856, and due one
day after date; which several sums of money amount to eighty-six
65/100 dollars with interest thereon - which said indebtedness
the said party of the first part is anxious and desirous to secure
unto the said party of the second part: therefore for and in con-
sideration of the premises as well the sum of five dollars to me
in hand by the party of the second part, the receipts whereof is
hereby acknowledged, the said party of the second part has given,
granted, bargained and sold, and by these presents does give, grant,
bargain & sell unto the party of the second part the following
lands situate in the county and State aforesaid, and described
as follows: the South half of the South-West fourth, and the North
½ of the S. W. ¼ of Section 34 Township 20 Range one ~~West~~ East, con-
taining One hundred and Sixty acres more or less, in the Mus-
calsosa land district: to have and to hold the same upon trust
until the 25th day of December, 1856. Then if the aforesaid
notes be fully paid and satisfied together with the expenses
of this conveyance, to the party of the second part by said party of
the first part or his representatives this deed of trust to be
null and void, else of full force and effect; and it is hereby

agreed and expressly understood by and between the parties that the party of the first part is to retain the quiet and peaceable possession of the aforesaid land until the 25th December, 1856, then if the several notes aforesaid be not fully paid and satisfied together with all reasonable expenses of this conveyance, said party of the second part may seize the possession of the aforesaid land, and after giving notice for thirty days at three public places by posting up in the county proceed and sell the same for cash to the highest bidder, in the Town of Columbiana, and out of the proceeds of said sale pay and satisfy said indebtedness and the remainder if any pay over to the party of the first part or to his ~~heirs~~ legal representatives. In witness of which we have this day set our hands and seals the day & year above written.

Adam his + mark Farr (Seal)
S. H. Johnson (Seal)

The State of Alabama, Shelby county. } I, J. M. McClamahan, Judge of Probate in and for said county, hereby certify that Adam Farr and Samuel H. Johnson, 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 the conveyance, they executed the same voluntarily on the day the same bears date. Given under my hand this 31st day of May, 1856.

J. M. McClamahan,
Judge of Probate.

Filed ~~for~~ 31st May, 1856, recorded 2nd June, 1856.

J. M. McClamahan,
Judge of Probate.