Weeks S.S. to Wells, A. S.

The State of Alabama, Shelby county. } This Indenture made this 22nd August, 1856, between S. S. Weeks of the first part, and Abner S. Wells of the second part, witnesseth that whereas the said Abner S. Wells has signed a promissory note as surity for said S. S. Weeks, said note given August 22nd, 1856, due 1st August, 1857, payable to E. King for Two Hundred and Forty Dollars borrowed money which debt with legal interest thereon and all costs - now the said S. S. Weeks is desirous to secure to said Wells said debt provided he should have it or any part of it to pay. Now this Indenture witnesseth that for and in consideration of the premises and also for the further consideration of one dollar to the said Weeks in hand paid by said Wells at and before the sealing and delivering these presents - the receipt whereof is hereby acknowledged, he the said S. S. Weeks hath given, granted, bargained and sold and confirmed to the said Abner S. Wells, his heirs and assigns forever all that tract or parcel of land known S. ½ of the S. ¼ S. 16 T. 21 R. 3 W. lying in Shelby county, Alabama: to have and to hold the said hereby granted tract of land with its appurtenances thereunto belonging to the only proper use of the said Wells his heirs and assigns forever, the said Weeks for himself, his heirs, executors or administrators doth hereby covenant and with the said Wells, his heirs and assigns to warrant and defend the title of said premises

to them forever-upon trust nevertheless the said Abner S. Wells shall permit the said Weeks to remain in peaceable possession of the said tract of land and enjoy the profits thereof until default be made in the payment of said note for Two Hundred & Forty Dollars as aforesaid either in whole or in part. Then upon this further trust that said Wells, his heirs or assigns shall and will soon after the happening of such default as may be thought best by said Wells or his representative sell the said tract of land to the highest bidder for cash at public auction at Montevallo, after giving ~~twenty~~ thirty days' notice thereof by advertisement at three public places in the county of Shelby; and out of the money arising from such sale shall pay said debt and costs, the balance if any pay to the said Weeks. But if the whole of said debt and costs be paid by said Weeks so that the said Wells don't have any of it to pay then this Indenture to be void-otherwise to remain in full force and effect. In witness whereof the parties to these presents have hereunto set their ~~hands~~ and seals the day and date above written.

John S. Weeks {Seal}
Abner S. Wells {Seal}

The State of Alabama, Shelby county. } Personally came before me John T. Morgan, an acting Justice of the Peace in and for the county aforesaid John S. Weeks and Abner S. Wells, who being informed of the contents of the ~~conveyance~~ annexed instrument of writing, acknowledged that they signed the same voluntarily on the day the same bears date.

J. T. Morgan,
Justice of the Peace.

Filed & recorded Sept. 18th, 1856.

J. M. McClanahan, Judge of Probate.