State of Alabama } This deed of trust made and entered
Shelby County } into this 17th day of December A.D. 1856
between Thomas H. Gunn and Ephraim A. Rinehardt both of
the County and State aforesaid Witnesseth that whereas the said
E. A. Rinehardt has stood security for said Gunn by signing
and executing a note with said Gunn of four hundred and
twenty dollars payable to G. Hand of the County of Dallas
and State aforesaid due 1st of January A.D. 1858 and
bearing date with this deed, and whereas the said Thomas
H. Gunn is willing and anxious to secure and save
harmless the said Rinehardt from all loss and liability
by standing security for said Gunn on said note; the said
Thos. H. Gunn do by these presents and for the consideration
above named sell transfer and convey unto the said E. A
Rinehardt his heirs and assigns the following described
tract or parcel of land with its appurtenances and
improvements to wit the S.E. 1/4 of the S.E. 1/4 of the S.W. 1/4 of
Section 24, and that portion of the N.E. 1/4 of the N.W. 1/4 of Section
25 in Township 21 range one west, lying N.W of the
Columbiana and Kymulga Road and East of the lot on which
J. W. McRae now resides making in all about twenty five
acres more or less, and including all the land purchased
by said Gunn from W. G. Bowden in deed made the 10th
day of March 1856 with the exception of four acres sold to
J. W. McRae. To have and to hold unto the said E. A Rinehardt
his heirs and assigns forever upon the condition following
that if the said Thos H. Gunn will pay of said note at
maturity thereof or so soon thereafter as to prevent the
liability or the payment thereof to fall upon the said Rinehardt
then this deed is to be null and void. But if from default
of said Gunn to pay said note and the liability should
fall upon the said Rinehardt and he should have the
same to pay at any time after such default the said
Rinehardt may advertise said above described premises
giving thirty days notice thereof at the court house
and two other public places in said County of the time
and place of sale and proceed to sell the same on the day so
appointed to the highest bidder for cash reserving so much
of the proceeds thereof as will pay said above described note
with interest thereon and all costs accruing. The ballance
if any pay over to the said Thos H. Gunn his heirs administrators
and assigns In witness whereof we have hereunto
set our hands and seals. The day and year above written

T. H. Gunn
E. A. Rinehardt

State of Alabama } Personally appeared before me J. M. McC
Shelby County } Lanaham Judge of Probate in and
for said County T. H. Gunn and E. A. Rinehardt who being
known to me acknowledge before me on this day that

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~~the same bears~~ date being informed of the contents of of the above conveyance, they executed the same voluntarily on the day the same bears date. Given under under my hand this December 17th A.D. 1856

J. M. McLanahan
Judge of Probate

Filed Dec 17th 1856 and recorded Dec 20th 1856
J. M. McLanahan Judge