Weeks J. J. to Wells. Abner

State of Alabama, Shelby County. } This Indenture, made this 23rd February, 1857, between J. J. Weeks of the first part, and Abner J. Wells of the 2nd part: Whereas, the said Abner J. Wells stood security for said Weeks on a promissory note for Four Hundred Dollars payable to Edmond King due about the 30th January, 1858, dated twelve months before, which debt and

interest and all costs the said Weeks is willing and desirous to secure to said Wells, provided he should have it or any part of it to pay, so far as he should have to pay.

Now this Indenture witnesseth: for and in consideration of the premises, and also for the further consideration of one dollar to the said Weeks in hand paid by the said Wells at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, he the said Weeks given granted, bargained and sells and confirms to the said Well, his heirs and assigns for ever, all that tract or parcel of land lying, being in the county of Shelby and State of Alabama, known as the South ½ of the S.W. ¼ and South ½ of S.E. ¼ of S. 16 7, 21 R. 3 W.; also one sorrel Mule about 12 years old, and one sorrel Horse about 12 years old; one sorrel Mare about five years old; and one two-horse Wagon and one four-horse Wagon; and one Ox Cart; and 20 head of stalk Calle; also the growing crop of 1857, including Corn, Wheat, Oats, Fodder &c.; also Cotton or any thing else that said Weeks shal raise in said year. And all the estate, right, title and interest of the said Weeks in and to the said granted premises or tract of land and all appurtenances thereunto belonging; together with all the other property herein named: to have and to hold the same unto said Abner S. Wells, his heirs and assigns forever. And the said S. S. Weeks for himself, his heirs, executor and administrators doth hereby covenant to and with the said Wells, his heirs &c., that they will warrant and defend the aforesaid property against all legal claims. Upon trust, nevertheless, that the said Abner S. Wells shall permit the said Weeks to remain in possession of the said tract of land; together with the other property named in this Deed until said note of Four Hundred Dollars is due, and default is made in the payment thereof. Then upon this further trust that he or 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 property or enough of it to pay said debt to the highest bidder, for cash, at public auction, at Montevallo; after giving twenty days notice thereof by advertisement at three public places in the county of Shelby; and out of the proceeds of said sale pay said debt and costs, the balance if any pay to said Weeks. But if no default be made then this obligation 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 this 26th day of Feb. 1857.

John S. Weeks (Seal)
Abner S. Wells (Seal)

The State of Alabama, } I, D. W. Prentice, an acting Justice of the Peace
Shelby County. } in and for said county, hereby certify that John
J. Wekes and Abner J. Wells, whose names are signed to the fore-
going 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 the 26th day of February, 1857.

D. W. Prentice, J. P.

Filed & recorded March 21, 1857. J. M. McClanahan, Judge of Probate.