Jenkins J. M.

to

Crim. A. B.

The State of Alabama, Shelby County. } This Deed of Trust made and entered into this the 9th day of March, 1857, between James M. Jenkins, the debtor, of the first part, and A. B. Crim of the second part; the creditor, both of the county of Shelby and State of Alabama; witnesseth: That the party of the first part is justly indebted to the party of the second part the sum of One Hundred and Twenty-Three 90/100 Dollars to be

due the first of January, 1858; in two notes, the one for Eighty-Eight 80/100 Dollars, the other for Thirty-Five 10/100 Dollars, which will more fully appear by note for that amount by the said Jenkins to the said Crim bearing even date herewith; which said debt said Jenkins is anxious and 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 Jenkins has given, granted, bargained and sold, and by these presents does give, grant, bargain & sell to said Crim & to his heirs and assigns forever, the following described land, to wit- the South half of the North-East quarter of Section No. 13 in Township No. 24 of Range No. 13 East; also the North half of the South-East quarter, Section, Township & Range the same: Also the growing crop of the year 1857, and 2 cows and heifer yearlins: to have and to hold said real & personal property, upon the following trust to the said A. B. Crim have & retain the said property in peaceable & quiet possession, he allowing said Jenkins the use of the property for taking care of the same until default be made in the payment of the said sum above named, then the said Crim, his ~~heirs~~ assigns or representatives may satisfy said debt by advertising and selling said property at public outcry to the highest bidder for cash, first giving thirty days notice of the time and place of said sale, and first out of the proceeds of said sale satisfy said debt, and the balance pay over to said Jenkins. But should said debt be paid on its becoming due the property being surrendered up then, then this obligation to be null and void - otherwise to remain in full force and virtue. Witness my hand and seal the day and date above written. James M. Jenkins (Seal)

The State of Alabama,
Shelby County. } Before me H. Busby, one of the acting Justices of the Peace in and for said county, personally came James M. Jenkins, who being known to me, and after being informed of the contents of the foregoing Deed of Trust, acknowledged, assigned, sealed & delivered the same to A. B. Crim on the day and date the same bears date, and for purposes and considerations therein expressed. Given under my hand & seal this the 9th of March, 1857.

H. Busby (L.S.)
Justice of the Peace.

Filed & recorded March 24, 1857.
J. M. McClanahan, Judge of Probate.