Gregory Wm

To

Baker Wm

For Value received I assign the within and of Trust to D. H. McClanahan to Gregory or McClanahan to pay Cash, if according to Wm Baker 3 March 1859

This Indenture, made and entered into this 3rd day of March, A.D. 1857, between William Gregory & Elizabeth Gregory his wife, parties of the first part and William Baker, party of the second part, all of the county of Shelby and State of Alabama; witnesseth: That whereas the said party of the second part has this day become the security for the party of the first part on a note to Joseph Roper for the sum of Thirty-nine 90/100 dollars, bearing even date herewith and payable the first day of January next, and whereas the said parties of the first part are anxious to secure the said William Baker against any loss by reason of this securityship as aforesaid as well as further to secure the said Joseph Roper in the payment of said note: now therefore in consideration of the premises aforesaid, and for and in consideration of the sum of one dollar to them in hand paid, the the receipt whereof is hereby acknowledged, the said parties of the first part have this day bargained and sold and by these presents do grant, bargain, sell and convey unto the said party of the second part the following described lands lying and being in the county of Shelby to wit North-west quarter of the North-East quarter of Section 28 Township 21 Range 1 West: to have and to hold to him and his heirs and assigns forever — In trust however, upon the following conditions, to wit-

that if the said parties of the first part shall pay off and satisfy said indebtedness to said Joseph Roper by said first day of January next, then this conveyance to be void and the title to said lands to re-invest in said parties of the first part as fully as though this conveyance had not been made; but if they fail to pay off said indebtedness by the said first day of January next, then the said Wm. Baker is authorized to take possession of said land and after giving twenty days notice of the time & place of selling by advertisement at three public places of said county proceed to sell the same at public outcry for cash, and with the proceeds of said sale, after paying the expenses of this conveyance pay off and satisfy said note with interest thereon and the residue if any pay over to said parties of the first part. In testimony whereof, we have hereunto set our hands and affixed our seals the day and year above written.

Wm. Gregory (seal)
Elizabeth her + mark Gregory (seal)
Wm. Baker (seal)

In presence of
J. T. Leeper
Test: J. M. Baker

The State of Alabama } I, J. M. McClanahan, Judge of Probate
Shelby County } for said county, hereby certify that J. T. Leeper, a subscribing witness to the foregoing conveyance known to me, appeared before me this day, and being sworn stated that William Gregory and Elizabeth Gregory, the grantors in the conveyance voluntarily executed the same in his presence, and in the presence of the other subscribing witness on the day the same bears date: that he attested the same in the presence of the grantors and of the other witness and that such other witness subscribed his name as a witness in his presence. Given under my hand and seal this 13th day of April A.D. 1859.

J. M. McClanahan,
Judge of Probate.