Stone M.B. to Allen, W.M.

The state of Alababama, Shelby County. } To all whom it may concern: Know ye that on the 17th day of November, 1856, I bought of A. A. Sterrett a lot of land in Columbiana lying North of the Baptist Church on the West side of the road opposite the house & lot occupied by H. V. Nabors Esq., about two acres according to D. N. Gray's survey thereof for S. B. Roper, for one hundred and twenty-five dollars, for which said Sterrett holds my note of that date due 25th December, 1857, bearing interest from first of January, 1856, and for title to which said lot on the payment of said note, I hold said Sterrett's obligation for title: that upon said lot I am now about to erect buildings, one or more; for a part of the materials provided, William M. Allen, of the firm of Allen, Rushing & Lawyer, is my security, to wit to Day & Johnson, for about thirty dollars for lumber due first January next, and to Joseph Davis for shingles for about twenty dollars due 1st Oct. next, besides

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which I am justly indebted to Allen, Rushing & Sawyer in the sum of Ninety-Seven Dollars due by a/c. for goods bought &c. of them in 1856; besides I owe them a small a/c. made with them the present year: now wishing to secure and save said Allen, & Allen, Rushing & Sawyer from loss by reason of the credit given me as above stated; and to enable them to realize the money without delay when the same may be required, if not promptly paid by me, as well as in consideration of the sum of one dollar to me in hand paid by the said Wm. M. Allen, the receipt of which is here acknowledged, I have bargained and sold, & do now bargain, sell, ~~and~~ convey and confirm unto said Allen the said lot of land and all the materials furnished & provided for erecting the building thereon; also all of my carpenters' tools and implements of trade now owned by me, together with the chest or box in which occasionally contained — also one crosscut saw, bedstead — bed & bed clothes the same now owned by me: to have and to hold the same to himself, his heirs, executors, administrators or assigns forever — In trust, however, and these presents are upon this condition, that said Allen is to permit me to retain said lot and property conveyed, and to use and employ the same in erecting the buildings on said lot, and occupy the same until the said sums of money may severally become due and payment thereof required, when, if the same are promptly paid by me, this conveyance to be utterly void & of no effect. But if, when they severally become due & payment thereof required I fail promptly to discharge the same the said Allen, his executor, administrator or assigns, may seize & take into his or their possession said lot & buildings thereon if any erected; together with the lumber & materials that may not have been used thereon, as well as said chest & tools & implements of trade, crosscut saw & other property hereby previously mentioned and after giving ten days' notice thereof may sell the same on the premises (on said lot) to the highest bidder for cash; and after first paying off & discharging my said note to to Sterrett or whatever may be due thereon, if unpaid thereby securing a good title to the purchaser of said lot will apply the remainder if sufficient, on whatever may be in hand to the payment of said other liabilities before mentioned, and if any balance shall pay the same to me or my order, hereby transferring & assigning to said Allen the obligation of said Sterrett for title to said lot lot, in order that if a sale made as provided for above, a good title may be had to said lot by the purchaser. In witness of all of which I hereto set my hand and seal this the 24th day of March, 1857.

Miles B. Stone (Seal)

Attest: A. A. Sterrett.

The State of Alabama, Shelby county. } I, H. V. Nabors, a Justice of the Peace in & for said county, hereby certify that Miles B. Stone, whose name is signed to the foregoing conveyance, & who is known to me, acknowledged before me on this day that being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date. Given under my hand this the 24th day of March, 1857. H. V. Nabors, Justice of the Peace.

Filed & recorded April 13, 1857.

J. M. McClanahan, Judge of Probate.