

J. A. McClintock This Indenture, made the 10th day of July, One
 thousand eight hundred & fifty-seven, between John
 Ayres McClintock, of the first part & ~~John~~ J. R.
 to Smith, of the second part, witnesseth That the
 said party of the first part, for & in consideration
 of the sum of two hundred dollars to him in hand
 J. R. Smith. paid at & before the sealing & delivering of these
 presents by the said party of the second part, the receipt
 whereof is hereby acknowledged, hath granted, bar-
 gained, sold, & by these presents do grant, bargain,
 sell & convey unto the said party of the second
 part and to his heirs and assigns forever all the
 following tract and parcel of lands lying the county
 of Shelby - viz: S. E. $\frac{1}{4}$ of the S. E. $\frac{1}{4}$ Sec. 34, & the S. W. $\frac{1}{4}$
 of S. W. $\frac{1}{4}$ Sec. 35 Township 18 Range 3 West, Also, N.
 E. $\frac{1}{4}$ of N. E. $\frac{1}{4}$ Sec. 3, and N. W. $\frac{1}{4}$ of N. W. $\frac{1}{4}$ of
 Sec. 2 Township 14 of Range No. 3 West, contain-
 ing one hundred and sixty acres & seventy-seven
 hundredths, more or less, together with all the
 tenements and appurtenances therunto belonging or
 in anywise appertaining: to have and to hold to the
 said party of the second part, and his heirs & assigns
 to have & to hold forever. And the said party of
 the first part for himself, his heirs, executors
 & administrators, doth hereby warrant & will
 forever defend the title to the above bargained
 premises to the said J. R. Smith, his heirs and
 assigns free from the claims of all & every person or
 persons whomsoever, as also the claims of the
 General Government. In testimony whereof, the afore-
 said party of the first part hath hereunto set his
 hand & fixed his seal this the 10th day of July,
 1857, as above written.

Attest: Moses Kelly
 L. Earnest

John A. McClintock
 Nancy McClintock

The State of Alabama, Jefferson County.

I, M. Kelly, Judge of Probate for said county, hereby certify that John A. McClintock, whose name is signed to the foregoing conveyance, and 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 10th day of July, 1857. M. Kelly, Judge.

The State of Alabama, }
Jefferson County, } I, J. M. Adkins, a Justice of the Peace in for said county, hereby certify that Nancy McClintock, 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, she executed the same voluntarily on the ~~day the same bears date~~ ~~the~~ 3rd day of July, 1857. Given under my hand & seal, day & date above written,
J. M. Adkins, J. P. (Seal)

State of Alabama, }
Jefferson County, } I, M. Kelly, Judge of Probate for said county, hereby certify that J. M. Adkins, whose name is signed to the foregoing acknowledgement, was at the time of signing the same an acting Justice of the Peace for said county, & that full faith & credit are due to all his official acts as such. Given under my hand this 14th day of Sept., A. D. 1854. M. Kelly, Judge.
filed & recorded Sept. 17, 1854. J. M. McClintock, Judge of Probate.

Receipt.

We acknowledge that John A. McClintock has paid to us the several amounts specified in this Deed in trust, together with the costs and interest: Am't paid Jas. A. Meadd - Sixty-four 50/100 dollars; Am't paid Sylvester Steele, forty 78/100 dollars - included in last am't one dollar 75 cts. expenses of recording & acknowledging.

Elyton, July 6, 1857.

Sylvester Steele

James A. Meadd

Patton R. B.

This Indenture, made and ~~assented~~ entered into this the 27th day of July, 1854, by and between Robert B. Patton, Eliza Patton, his wife, of the first part, M. J. Porter, Trustee, of the second part, and Samuel S. Earle and Alberto Martin, of the third part, witnesses: that whereas the said Robert B. Patton is justly indebted to the said Samuel S. Earle in the sum of eighty-one dollars, for which the said Samuel S. Earle holds his promissory note due

to

Porter M. J.

the 25th December, 1856, & dated July 14th, 1855, and in the further sum of eighty-one dollars for which he holds his promissory note due the 25th Dec'r, 1857, and dated the 14th day of July, 1855; and whereas the said Robert B. Imberman Patton is willing & desirous to secure the payment of agreement the same; And whereas the said Robert B. Patton is heretofore justly indebted to the said Alberto Martin in the sum of one hundred eleven hundred & fifty dollars due by promissory note Alberto Martin the 27th day of February, 1857; and whereas in consideration of the said Alberto Martin relinquishing a forged conveyance which he has on eighty-four hundred square Section feet of Lot No. 64 in the Town of Elyton, Jefferson & Adams County, and State of Alabama, the said Robert B. Imberman Patton is willing & desirous to replace said security of the said with other security, and thereby to secure the payment of the said sum of eleven hundred and fifty dollars released him with interest thereon. Therefore, in consideration of obtained the premises, together with the further sum of one dollar of trust which to them in hand paid by the said party of the second & heretofore part, the receipt whereof is hereby acknowledged, The said parties said party of the first part have this day granted, sold & conveyed bargained & sold, and by these presents do grant, in Shelby Co bargain, sell & convey to the said party of the second also to the following described real estate lying & being in Extent of the county of Shelby and State of Alabama, to wit: two hundred the W. 1/2 of the S.W. 1/4 Sec. 12, the E. 1/2 of the S.E. 1/4 forty two the S.W. of the S.E. 1/4 Sec. 11; the N. 1/2 of the N.E. 1/4 Dollars Sec. 14, & the N.W. 1/4 of the N.W. 1/4 of Sec. 13 Town- & the Probate Ship 19 Range 3W.; containing three hundred and seventy eight acres & seventy-eight hundredths. Also the Calais forty acre block or legal subdivision of Township represented 19, on which is situated a saw mill built by and now to Entertain the said & owned by the said Robt. B. Patton, and which release may be described as the same forty acre block purchased the record, of Samuel S. Earle by the said Robt. B. Patton, together with the hereditaments & appurtenances thereto belong- hand deal ing; to have & to hold to him the said party of the January 2nd 1858 second part, his successors & assigns forever. In trust, Alberto Martin nevertheless, and upon condition that if the said Robt. B. Imberman Patton shall well and truly pay to the said Samuel August 18th S. Earle the said sums of money due by promissory 1850 notes as aforesaid by the first day of January, 1858, J.T. Deeper and the said sum due to the said Alberto Martin Judgment by the 27th day of February, 1858, then this Indenture Probate shall be void. But if he fail to do so, then the said party of the second part, trustee as aforesaid, shall so soon as the said Samuel S. Earle may require him so to do after the first day of January, eight-

een hundred & fifty-eight, or so soon as the said Alberto Martin may call on him to do so after the 27th of February, 1858, after giving thirty days' notice by posting up written advertisements at the Court-house door of Shelby county, and two other public places in said county, sell said described real estate and after paying to the said Samuel S. Earle & the said Alberto Martin the sums respectively due them together with the costs of recording, this deed shall pay the balance, if any, to the said party of the first part. This deed is to be so construed as that the lien created by it in favor of the said Samuel S. Earle shall have precedence over that in favor of the said Alberto Martin. In testimony whereof, the said parties have hereunto set their hands and seals, the day & year first above written.

B. B. Patton (Seal)

A. E. Patton (Seal)

M. G. Porter (Seal)

The State of Alabama,
Jefferson county. } I, Thomas M. Adkins, justice in
& for said county, hereby certify that Robert B. Patton and
Eliza Patton, his wife, whose names are signed to the
foregoing conveyance, & 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 27th day
of July, one thousand eight hundred & fifty-seven.
T. M. Adkins, J. P. (Seal)

The State of Alabama,
Jefferson county. } I, M. Kelly, Judge of Probate
for said county, hereby certify that T. M. Adkins, whose
name is signed to the foregoing acknowledgment, was
at the time of signing the same an acting Justice of
the Peace for said county, & that full faith & credit
are due to all his official acts as such. Given
under my hand & seal of office, at office, in the
town of Elyton, this 14th day of Sept., A.D. 1857.
(Seal) M. Kelly, Judge.

Filed & recorded Sept. 17th, 1857.

J. M. McLanahan, Judge of Pro.