

Reese v
Reese
Go
Morgan
Trustee for
Rupert v
Cassidy

The State of Alabama Dallas County
This Indenture made and entered into on this
the first day of October 1857 between James S.
Reese and Eliya S. Reese his wife of the first part
and John S. Morgan trustee of the second part
and J. C. Rupert and Martin S. Cassidy of the
third part. Witnesseth that the said parties of the
first part being indebted to the said parties
of the third part in the sum of five thousand
and five hundred dollars for which the
parties of the third part hold the notes of the
parties of the first part of even date herewith
one to fall due on the first day of October
1858 and the other on the first day of Octo-
ber 1859 each for two thousand Seven hun-
dred and fifty dollars and bearing interest
from date, now to secure the payment of
the said two notes and in consideration
thereof the said parties of the first part do
hereby grant bargain and sell, alien en-
feoff and convey unto the said party of
the second part a certain house and lot in
the town of Montevallo in Shelby County
Alabama said lot containing one acre
more or less and it being the same on
which the said parties of the first part are
now residing with all the appurtenances
thereunto belonging said lot being bound-
ed as follows on the north by church street
on the east by a lot owned by Reedham Lee
on the south by a street and Montevallo &
on the west by a lot owned by a lot owned by
John B. Wilson to have and to hold the said
described lot to the said John S. Morgan
his heirs and assigns forever and the said
parties of the first part covenant that they
will warrant and defend to title to said con-
veyed premises to the said party of the second
part and his successors and assigns forever
This conveyance is made nevertheless
upon the express conditions of trust
following, that is to say if the said
parties of the first part shall well and
truly pay over to the said parties of the
third part the full amount of said
promissory notes and the interest
thereon as the same shall respec-

tively fall due then this deed is to cease to be of any effect and the said conveyed premises shall revert in the said parties of the first part discharged of this trust after the payment of the expenses thereof, but if the said parties of the first part fail to pay said notes as the same respectively fall due then the said party of the second part shall proceed to sell said conveyed premises to the highest bidder for cash at public out cry in the town of Montevallo and out of the proceeds of said debt he shall pay the expenses of this trust and the amount due and unpaid on said promissory notes such sale to be made after ten days notice by advertisement in the town of Montevallo. In testimony whereof the said parties of the first and second part have hereunto set their hands and affixed their seals on the day and year above written.

J. B. Reese Seal
 E. L. Reese Seal
 John G. Morgan Seal
 Trustee

We accept the premises of the foregoing trust and if said James B. Reese and Eliza L. Reese place in the hands of John G. Morgan good notes to the amount of two thousand dollars given for the purchase money of the said property described in the foregoing deed of trust and maturing on or before the first day of October 1859 then he is authorized to release this deed of trust and enter satisfaction thereof October 1st 1857

W. S. Capity

The State of Alabama, I, John W. Strong Dallas County a justice of the Peace in and for said County of Dallas do certify that James B. Reese and Eliza L. Reese his wife, and John G. Morgan whose names are signed to the foregoing conveyance, and who are known to me acknowledged before me on this day that being informed of the conveyance they executed the same voluntarily on the day the same bears date Given under my hand this first day of October 1857

John W. Strong J. P.

Filed for record 9th Nov 1857
J. H. McManahan
Judge of Probate