

Thomas
vs
Allen

N^o 1

This Indenture made and entered into this 3rd day of March A.D. 1858 between Nathaniel Thomas debtor of the first part and William H. Allen trustee of the second part and the late firm of Allen Rushing and Sawyer and the present firm of Allen and Rushing all of Shelby County and State of Alabama Witnesseth that whereas the said Nathaniel Thomas is justly indebted to the said firm of Allen Rushing and Sawyer in the sum of forty 38/100 dollars due by a promissory note dated 1st January 1858 and due one day after date and whereas also the said firm of Allen and Rushing have agreed to sell to said Nathaniel Thomas goods and merchandise in the year 1858 which said note to said firm of Allen Rushing and Sawyer above specified and said account which said party of the first part may make with said firm of Allen and Rushing in the year 1858 to be due the first day of January 1859 the said party of the first part is anxious to secure the payment of, now therefore in consideration of the premises afore-

said and for and in consideration of the fur-
 ther sum of one dollar to him in hand paid
 by the said party of the second part the said par-
 ty of the first part has this day bargained and
 sold and by these presents doth bargain sell and
 convey unto the said party of the second part
 the following described real and personal
 property viz the East half of the South East
 quarter of section twenty five township
 20 Range 2 West containing eighty acres
 and the West half of the West quarter of
 section twenty township twenty Range
 one West containing eighty acres
 and the South half of the North East
 quarter section thirty township twenty
 Range one West containing eighty acres al-
 so one Bay mare about nine years old and
 her increase to have and to hold to the said
 party of the second part his heirs and assigns
 for ever. In trust however upon the fol-
 lowing conditions viz that if said party
 of the first part shall pay off and discharge
 said indebtedness by the first day of Jan-
 uary 1869 then this conveyance to be
 void and the title to said property to re-
 invest in said party of the first part
 as fully as tho this conveyance had
 not been made. But in default of said
 payment being made then the said par-
 ty of the second part shall be empowered
 to take possession of said property real
 and personal and after giving twenty
 days notice of the time and place of sale
 proceed to sell said property at public out-
 cry for cash and with the proceeds of said
 sale after paying the expenses of this
 conveyance pay off and satisfy said
 debts hereinbefore specified.
 In testimony whereof we have here-
 in to set our hands and seals the
 day and year above written
 the words "about 9 years old" interlined
 before signing. Signed sealed and
 delivered in the
 presence of
 John Baker

Nathaniel Thomas Ed
 Wm. Allen Secy

The State of Alabama, J. H. B. Mardis a Justice of
 Shelby County } the Peace in and for said
 County hereby Certify that Nathan Thomas and
 Muel Allen who are known to me and whose
 names are signed to the foregoing conveyance
 appeared before me this day and acknowledged
 that being informed of the contents of the convey-
 ance they executed the same voluntarily
 on the day the same bears date. Given un-
 der my hand this 23 March 1858

J. H. B. Mardis J.P.

Filed for record 23 March 1858

J. H. M. Canham
 Judge of Probate