

Side 98
to
E. McNorth
Trustee

The State of Alabama, This indenture made this
Shelley County, 3, Tricenteth day of July, eighteen
hundred fifty eight between John W. Seals of the
first part and E. McNorth of the second part and
Buller Lyman & Co of the third part all of the County
and State aforesaid Witnesseth that whereas the said
John W. Seals is indebted to the said Buller Lyman
& Co the sum of fifty seven and 10/100 Dollars the
same being a promissory note dated July 13/
1838 and due on the Tenth day of Decem-
ber 1839. And the said John W. Seals have bargained
sold aliened and conveyed and by these pres-
ents do bargain sell alien and convey unto
the said E. McNorth for and in consideration of
the sum of Five Dollars by the said E. McNorth
to the said John W. Seals in hand paid at and
before the sealing and delivery of these presents
the receipt whereof is hereby acknowledged the
following described Land the S E 1/4 of the N W 1/4
S W 1/4 of N E 1/4 E 1/4 of S W 1/4 W 1/4 of S E 1/4 of
Sec 2 of N E 1/4 of N W 1/4 of N W 1/4 of N E Quarter
of Section No 33 in Township 20 of Range No 2
N. Containing three hundred and nineteen
acres 40/100 hundredths the said Land lies
and is in Shelley County State of Alabama
and Subject to entry in the Records office
at Tuscaloosa Ala. I John W. Seals for

myself my heirs and assigns warrant and
will not defend unto the said E. M. North a
good and lawful right to the said herein
mentioned against every person whatsoever
in trust Nevertheless should the said John N.
Selig pay or cause to be paid to the said
Butler Lyman & Co the Note herein described
as or before the fourth fifth day of December
1839 then the obligation to be void and of
no effect but should the said John Selig
fail to pay the same as or before the fourth
fifth day of December 1839 in that case the
said E. M. North may proceed to sell the
property herein mentioned in the Town of New-
Haven first giving fifteen days notice and
then the said E. M. North shall apply the pro-
ceeds to the payment of the note herein describ-
ed and if there should remain a balance
in the hands of the said E. M. North arising
from the sale of the within described property
after paying the within described note then the
said E. M. North shall pay the balance over
to the said John N. Selig after paying the
expenses of Conveying the trust into effect
Given under my hand and seal the
thirtieth day of July 1838 J. N. Selig Seal

The State of Alabama J. D. M. P. Justice of the
Shelby County & Acting Justice of the
peace in and for said County and
State do hereby Certify that John N. Selig whose
name is signed to the foregoing Conveyance
and who is known to me acknowledged
before me on this day that he is informed
of the contents of the Conveyance that he exe-
cuted the same voluntarily on the day
the same bears date Given under
my hand this 13th day of July A.D. 1838
J. D. M. P. Justice J. P.