

This indenture made and entered into the 15<sup>th</sup>  
 day of Decr A.D. 1838 Between John Lucas of the  
 County of Shelby and State of Alabama of the first  
 part and Hyram Butler of the same place  
 of the second part and Edmund Davis of the  
 same place of the third part Whereas the  
 said party of the first part is lawfully indebted  
 unto the said party of the second part in the  
 sum of one thousand Dollars evidenced by  
 his the party of the first part three promissory  
 note in writing each dated December 1838 and  
 each for the sum of three hundred and  
 thirty three Dollars and thirty three and one  
 third Cent due the first day of January  
 1840 and due the first day of January 1841 the  
 other due the first day of January 1839 and  
 whereas the said party of the first part are



any coas and discons of securing the payment  
of said note when the same falls due into the  
said party of the second part.

Now therefore witnesseth that in consideration of  
the premises and for the further consideration  
of one dollar to them in hand paid by the  
said party of the third part at and before  
the making and delivery of these presents the  
receipt whereof is hereby acknowledged have  
granted bargain and sold conveyed and con-  
veyed and by these presents do grant bargain  
sell convey and convey unto the said party  
of the third part the following land to wit a  
certain portion of the South East fraction of Section  
Twenty four Township 22 of Range 3 West said  
fraction containing according to Survey and bound-  
-ed and thirty seven acres lying and being in  
County above named and Tuskaloosa Land  
District and said portion of said fraction  
being divided lying on the East side of said  
fraction extending the whole distance of said  
fraction from North to South and extending  
so far West as shall make said portion of  
fraction contain forty acres also so much of the  
West half of the South West fractional quarter  
Section 19 as lies West of the mountain making the  
top of the mountain the line also so much of the  
South half of the South West quarter of the North  
West quarter Section 19 as lies West of the moun-  
-tain making the top of the mountain the line  
also the North half of the South West quarter  
of the North West quarter of Section 19 also  
the North West quarter of the North West quarter  
of Section 19 and the South West quarter of the North  
South West quarter and the South East quarter of  
the South West quarter of Section 18 and Township  
22 Range 3 West lying and being in the County above  
named and Tuskaloosa Land District together  
with all and singular the appurtenances and  
incements thereto belonging to have and  
to hold the same unto the said party of the  
third part his heirs and assigns forever  
and we do hereby Covenant that we will  
forever defend the title to said land before  
mentioned unto the said party of the third  
part his heirs and assigns forever in trust  
Nevertheless that if the said party of the first



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 First Shall well and truly pay or cause to be paid  
 the full amount of the principal and interest on  
 said note by the first day of January 1862 it  
 being the day on which and of the note falls due  
 Then they did of trust is to be null and void but  
 if said party of the first part shall fail to pay  
 or cause to be paid the whole or any part  
 of said note by the first day of January 1862  
 then the said party of the third part is hereby  
 authorized and empowered to sign and take  
 immediate possession of the said property herein  
 conveyed upon giving thirty days notice by post  
 or up written notice at two or more public  
 places in Shelby County Alabama and sell said  
 property at public outcry on the premises to  
 the highest bidder for cash and appropriate the  
 proceeds of said sale to the satisfaction of the  
 said party of the first part In witness whereof  
 we have hereunto set our hands and seals  
 the day and date above written  
 John Lucas Quap

John Lucas Dear

Agnes Butler

Edward Davis

State of Alabama

Miller County, I French Babers an acty  
 notary Public, duly Commissioned by the Governor  
 in and for the County and State of said  
 kindly Certify that John Lucas Hiram But-  
 -ler and Edward Davis whose names are  
 signed to the foregoing Conveyance and who  
 are known to me acknowledged before me  
 on this day that they are informed of the contents  
 of the foregoing Conveyance they executed  
 the same voluntarily on the day the same  
 bears date Given under my hand this 15<sup>th</sup>  
 day of December 1838 French Babers Secy.

French Baker & Co

Filed for record 24 Dec 1838 and recorded the  
28 day of the same month J. L. Chapman  
Judge of Probate