

Baker Mr
 and to
 me &
 me

The State of Alabama: This deed of Trust made
 Shelly County 3 and entered into the 30th
 day of March 1839 between William Baker
 debtor of the 1st part and David S.
 McFarlanham and John M. McFarlanham
 Creditors of the 2^d part Witnesseth that Thomas
 Said Baker is justly indebted to Joseph Roper
 the sum of Six hundred and eighty five ³⁴/₁₀₀
 dollars by promissory note dated 30 March
 1839 and due 2 days of April 1839 in which
 said note said J. S. McFarlanham is security
 to said Roper and Thomas said Baker
 is desirous to hold said J. S. McFarlanham
 harmless and protect him against loss as
 such security & Thomas said Baker is
 justly indebted to said John M. McFarlanham
 the sum of three hundred and fifty seven ⁵⁴/₁₀₀
 dollars dated 1 January 1838 and due day
 after date of Eighty eight ⁴⁴/₁₀₀ dollars dated
 1st day of Feb. 1838 and due day after date
 3rd part fifty dollars dated 28th February 1839
 & due due day after date & Thomas said
 Baker is anxious and desirous to secure
 said several debts therefore for and in
 consideration of the premises & for the pur-
 -pose of sum of two dollars to him in hand
 paid by said Creditors the receipt of
 which is hereby acknowledged said Baker
 have given granted conveyed and sold
 and by these presents do give grant
 convey and sell to said McFarlanham
 & McFarlanham their heirs and representa-
 -tives the following described real estate to wit
 The houses and lots situate in the Town of Colum-
 -bia and known as follows to wit the house
 and lot now occupied by said Baker for a
 Grocery Store and also the dwelling the
 house and lot now occupied by Mrs. Brully
 for a Shoe Shop the house and lot known
 as the Enut Grove lot now occupied by
 Mr. Brully as a dwelling and also the lot
 West of Barthes & Caldwell & Store occupied

by said Baker as a thrasher & Statute lot and
Garden to have and hold the same to said
McFlanahan & McFlanahan for ever in trust
nevertheless and it is hereby agreed and express-
ly understood that said Baker is to retain
the possession of said prospects at least one
month from this day then said McFlanahan
or either of them at their discretion may buy
and sell said town lots as a supplementary
trust to pay and satisfy the above describ-
ed notes to the highest bidder for cash in
the town of Colville and first give at least
thirty days notice of the time and place of
said sale by advertisements posted up in
at least three public places in this County
and from the proceeds of said sale
pay said debts the balance of any pay
to said Baker but should said debts be
fully paid by said Baker then this deed
to be null & void else of full force & effect
our hands & seals Wm Baker Seal

J. McFlanahan Seal
J. McFlanahan Seal

The State of Montana J. N. B. Marzies an acting
Shelby County Justice of the Peace in
and for said County hereby Certify that
William Baker David McFlanahan and
John McFlanahan whose names are
signed to the foregoing conveyance who are
known to me & acknowledged before me on
this day that they informed of the contents
of the conveyance they executed the same
voluntarily on the day the same bears
date & from under my hand this 30th
day of March 1839 J. N. B. Marzies J. P.
That the 30th March 1839 occurred the 14th day
of April 1839 J. McFlanahan Judge of Probate