C. F. Poeland
Jas. T. Holyclow
To
Benj Screws

The State of Alabama } Know all men by these presents
~~Shelby County~~ } that whereas I Benjamin —
Screws of Barbour County in said State am
indebted to Charles F Poeland James T Holtyclow
of Montgomery County in said State by my four
promissory notes all bearing the same date
with these presents as follows —
One payable 1 January 1860 for $2062.50
One payable 1 January 1861 for 2227.50
One payable 1 January 1862 for 2392.50
One payable 1 January 1863 for 2557.50 —
all payable to Charles F Poeland and James
T Holtyclaw Executors. and negotiable and payable
at the Central Bank of Alabama. And whereas
I am also indebted to Elizabeth C Cowles of said
county of Montgomery by my four promissory notes
of same date with these presents as follows.
One payable 1 January 1860 for $687.50
One payable 1st January 1861 for 742.50
One payable 1st January 1862 for 797.50
One payable 1st Janary 1863 for 852.50
all of said last mentioned notes payable to
Elizabeth C. Cowles or order and negotiable
and payable at the Central Bank of Alabama
Now therefore in consideration of such indebtedness
and in order to secure the payment of said Notes
as well as for the further consideration of one
dollar to me in hand paid by Henry C. Semple
of said County of Montgomery I do hereby —
bargain and sell unto the said Semple an
undivided half of all the following tracts of
of Land situated in the County of Shelby in
said State to wit. The East half of the South west
Quarter and the South East quarter of the South
East Quarter of section Twenty nine (29) the North
East Quarter. and the east half of the North West
Quarter of section thirty two (32) in Township
twenty one (21) Range one (1) West. the East half
of the South west Quarter of section one (1)
the East half of the North East Quarter the South
West Quarter of the North East Quarter the
East half of the South East Quarter and the
South West quarter of the South East quarter
of section six (6) the North East South East
and south West Quarters of section seven (7)

The West half of the North East Quarter the North West quarter and the West half of the South west quarter of Section eight (8) Township twenty two (22) and Range one West, the South East quarter of the North East quarter the South East quarter and the South East quarter of the South West quarter of Section thirteen (13) Township twenty two (22) Range two ~~East~~ West the West half of the North ~~West~~ East quarter, the South East quarter of the North East quarter and the West half of the North West quarter of Section eighteen (18) Township twenty two (22). Range one (1) West, the East half of the South West quarter the West half of the South West quarter and the South East quarter of Section thirty two (32) and the South East quarter of Section thirty ~~three~~ [36] Township twenty one (21) Range one (1) West, the West half of the North West quarter of Section five (5) the East half of the South West quarter of Section six (6) and the West half of the North West quarter of Section seven (7) in Township twenty one (21) Range one (1) west — with the exception of seven lots or parcels of land which have been sold out of the lands before descibed and which said lots or parcels of land are more particularly descibed in a Deed of conveyance executed by A W Speight to Charles H Miller to which said deed reference is hereby made for the the purpose of identifying said seven lots or parcels of land thus excepted —

To have and to hold the said several tracts of land before descibed. with the exception of the said seven lots or parcels, to the said Henry C Semple in trust, and upon condition as follows that is to say, that if the said several notes are paid by maturity then these presents shall be void. but if said notes or either of them are not paid at maturity then the said Semple shall upon the request of the said Pollard the said Holly clow or the said Elizabeth C Bowles or at the request of any one who may be the legal holder of any of said notes so due and unpaid enter upon the lands or any part of ~~them~~ same hereby sold and conveyed and sell the same or any part of the same at public auction in the City of Montgomery in said State giving at least thirty days notice of said sale by advertisement in some Newspaper published in said City and applying the proceeds of

said sale first to the expenses of the same and the execution of this trust, and then to the payment pro rata of any one or more of said notes which may be due and unpaid have become due and then to the payment pro rata of any one or more of said notes which are not due at the time of said sale in the order in which said note or notes not due mature rebating the interest on said note or notes not due from the time of the sale to the maturity of said note or notes; or the said Semple may sell the interest hereby conveyed in said lands or any portion of the same upon the notice and advertisement as aforesaid for part cash and part credit upon such and security as the said Semple may think most advantageous for the interest of all parties and in case any sale is made under the trust of this Deed the said Screws doth hereby consent and agree that any of the beneficiaries or holders of the notes which it is the purpose of this deed to secure may become bidders and purchasers at said sale and the said Screws doth hereby covenant and agree to warrant and defend the titles made on said sale against the claims of all persons claiming under or through him — In witness whereof I have hereunto set my hand and seal this 25th day of May A.D. 1859 Benj. Screws (seal)

"The East half of the North East quarter"
witnessed before signing & sealing.

The State of Alabama } I Daniel H Workman an
Montgomery County } acting Justice of the Peace in and for said county hereby certify that Benjamin Screws whose name is signed to the foregoing conveyance or deed of trust, and who is known to me acknowledged before me on this day that being informed of the contents of said conveyance or deed he executed the same voluntarily on the day the same bears date. Given under my hand this 25th day of May 1859 Daniel H Workman J P

The State of Alabama

Know all men by these presents that I M. J. Screws wife of Benjamin Screws the Grantor in the foregoing Deed do for and in Consideration of the sum of one dollar to me in hand paid by Henry C Semple the Grantee in said deed do hereby release remonse and forever quit claim unto the said Semple all right title or interest which I a wife of Benjamin Screws have or as his Widow may hereafter have to deliver the premises within Conveyed. In witness whereof I have hereunto set my hand and seal this 28th day of May AD 1859

Mourning J. Screws (Seal)

The State of Alabama }
Montgomery County } I Daniel H Workman an acting Justice of the Peace in and for said County hereby certify that ~~all~~ M. J. Screws whose name is signed to the foregoing Conveyance or relinquishment of dower. and who is known to me acknowledged before me on this day that being informed of the contents of the Conveyance or relinquishment of dower she executed the same voluntarily on the day the same bears date. Given under my hand. this 28th day of May 1859

Daniel H Workman J.P.

Filed for Record the 9th day of June AD 1859 and Recorded same day of same month

J. M. McCanahan
Judge of Probate