

Curry
vs
Logan

This Indenture made and entered into the 4th day of October A.D. 1839 between W.A. Curry of the County of Shelby and State of Alabama of the first part and George A. Logan of the County of Autauga and State of Alabama of the second part and G. Samuel of the County of Shelby and State of Alabama of the third part Witnesseth that the party of the first part ^{being} indebted to the party of the second part two notes and for that sum of two thousand dollars dated the 6th day of October 1838 due twelve months from date the other for fifteen hundred dollars dated the 31st of August 1839 due twelve months from date and whereas the party of the first part is anxious and desirous of securing the payments of said two notes into the party of the second part so therefore in consideration of the promises as well as for the consideration of five dollars to him in hand paid at and before signing and delivery of these presents the receipt whereof is hereby acknowledged has granted bargained sold and conveyed and by these presents does bargain sell and convey unto the said party of the third part his heirs and assigns the following real and personal property to wit Tract or "A" in fractional Section Sixteen also the West half of the South West quarter of Section Sixteen the all in Township twenty two Range Two East also the South East fourth of the North East fourth of the Sixteenth Township twenty two Range Two East all of which lies in the County of Talladega in the State of Alabama Also two Negroes and named Sam and the other named Hannah each about fifty years of age also aged David Hood and one Buggy to have and to hold unto the said party of the third part his heirs and assigns forever together with the appurtenances in trust never the less of the said party of the first part should pay or cause to be paid the whole amount of each of said notes principal and interest all or before the thirty first day of August 1860 This the instrument is to be null and void But if the party of the

first part fully to pay the whole or any part
of said note on or before the thirty first
day of August 1860 then the trust of the third
part is hereby empowered to take the immediate
possession of the property herein conveyed and
sell the real estate in the Town of Talladega at
public auction ^{to the highest bidder} for cash upon giving ^{twenty} days
notice by publication in either of the news
papers published in the Town of Talladega at
that time may sell the personal property in the
Town of Monticello by giving five days
notice by posting a written notice in some
public place in said Town said to be at
public auction and to the highest bidder for
cash and the trust of the third part
must appropriate the proceeds of said sale
to the satisfaction for the deed of trust and
the expenses of said sales.

In Witness whereof we have hereunto set
our hands and seals the day and date
above written
W A Leary Seal
C G Samuel Seal

The State of Alabama
Shelby County I D W Pritcher an acty
justice of the peace in and for the County
and State aforesaid hereby certify that
W A Leary and C G Samuel whose names
are signed to the foregoing conveyance and
who are known to me acknowledged before
me on this day that being informed of
the contents of the conveyance they executed
the same voluntarily on the day
the same bears date.

Given under my hand this October the
4th 1839 I D W Pritcher J.P.
Filed for record the 6th day of October
1839 J. M. McManahan
Judge of Probate