The State of Alabama }
Shelby County } This deed of Trust made and entered into this 9th day of July 1860. between B O Nabors debtor of the first part, B F Marshall Creditor of the 2d part and J W Street Trustee of the third part, all of the State aforesaid Witnesseth: That whereas the said ~~B F Marshall~~ B O Nabors is justly indebted to said B F Marshall in the sum of Ten Thousand, Seven hundred and twenty five 27/100 dollars ($10725.27) due and evidenced as follows to wit, five thousand four hundred and ninety eight 94/100 dollars ($5498.94) thereof due 1 July Inst by an account stated thereof between said debtor and said Creditor; And the remaining five thousand three hundred and twenty six 33/100 dollars ($5326.33) thereof Evidenced by a bill drawn by said B O Nabors in favor himself And accepted by said B F Marshall dated and due and payable at Mobile on the 1 to the 4th December next, And the said B O Nabors being anxious & desirous to secure said B F Marshall against loss and said indebtedness and acceptance and in order to secure the same to the said Marshall and for the further consideration of five dollars to the said Nabors debtor as aforesaid in hand paid by said J W Street Trustee as aforesaid the receipt whereof is hereby acknowledged the said

Nabors has given granted bargained & sold, and by these Presents does give grant bargain and sell to said J W Street in trust as aforesaid the following described lots of land situate in the Town of Columbiana in said County and known as follows. Viz a certain house now occupied by the said B O Nabors as a Store and bounded, as follows. Viz, Commencing at a point at the E side of Main Street 9 feet 3 In. North of the South West Corner of the Masonic Hall and Running N. with the E side of the Street 43 feet to the NW Corner of the Roper Old Store house, thence E with the south boundary of said Roper Store house lot 6 pols, thence S. 43 feet & thence W to the beginning — Also a certain Lot in said Town beginning at the SE Corner of a certain lot heretofore sold by A. A. Sterrett & wife & S B Roper to W. J. Hallinan West along the line of said lot to the SW Corner thereof a stake on the eastern boundary of a lot sold by said Sterrett & wife & Roper to Dr J. W. Jones, thence S along the line of said Jones' lot to a stake at the NW Corner of a lot sold by said Sterrett and wife and Roper to W. M. Allen or W. H. Carroll, thence E parallel with said 1st line to the public road running N from the Court house being the NE Corner of said Carroll lot, thence along said public road or Street to the place of beginning Containing two acres more or less Also a lot in said Town Commencing at the NW Corner of A Grubbs' lot & running SE with his palings to a ditch, thence down said ditch to a stake, SE Corner of a lot ~~owned said~~ owned by Mrs M P Roper. thence N. to a stake at the NE Corner of Mrs Roper's lot thence W. 2 feet 6 inches thence N to the Street. Kymulga Road leaving the Well on the lot hereby Conveyed thence along said Kymulga Road to the beganning fronting 46 feet. Also a lot in the Town of Columbiana lying E of the brick House lot heretofore described & E of the Masonic lot & between said lots named lots & the Section line dividing Sections 25 & 26, & between the ditch above named and the jail lot & the the Street running from the Court house to Hartins Tavern, being the lot & House lately Occupied by Mr Randolph, being the only 4 lots owned by said Nabors in Columbiana, To have and to hold said lots & premises to said J W Street in trust as aforesd, forever and it is hereby agreed that said Nabors is to hold possession of said lots & premises till the 1st of December next, then if said indebtedness is not fully paid and

said Bill fully met said Street as Trustee as aforesd, may seize and sell said lots or a sufficiency thereof to the highest bidder for Cash, in front of the Court House door in Columbiana 1st giving at least twenty days notice by posting up at three or more public places in said County of the time and place of said sale and out of the proceeds of said sale pay and satisfy said debt & said bill with the expenses hereof and the ballance if any, pay to the said Nabors but should said debts be fully paid by said Nabors thence this deed to be null and void, and of none effect witness our hands & seals day and year aforesd. B. D. Nabors Seal

I accept the trust in this deed T. W. Street Seal

The State of Alabama } J. J. M. McClanahan Judge
Shelby County } of Probate in and for said County hereby Certify that B. D. Nabors and T. W. Street whose names are signed to the foregoing Conveyance and who are known to me acknowledged before me 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 9th day of July A. D. 1860.

J. M. M. Clanahan
Judge of Probate

Filed and Recorded 9th July 1860. J. M. M. McC J of P