The State of Alabama }
Shelby County } This Indenture made and entered into this the 2nd day of July A.D. 1860. between Elbert C. Bowdon and his wife Margaret. of the first part, and Jesse Frost of the second part, all of the County and State aforesaid, witnesseth: That Whereas the said Jesse Frost of the second part, all of the County and State aforesaid witnesseth: Whereas the said Jesse Frost of the second part at the request of the said Elbert. C Bowdon become bound together with him only as his surety On a Certain promissory note unto French Nabors for the sum of three hundred & sixty dollars dated the 9th day of May 1860, and payable the 1st January 1861, and the said Elbert C. Bowdon and his wife Margaret being anxious to secure indemnify and save from all responsibility as surety on said note; and the parties of the first part being further desirous to secure to said Jesse Frost the payment of the amount of a certain promissory note made by J W Simpson Nov 24th 1859. & payable Dec 25th 1860 to said Frost. for fifty dollars which said note the party of the second part has transferred to the said Elbert. C Bowdon, in Consideration of the amount of the note. to be paid to said party of the second part when said note falls due; Therefore this Indenture, Witnesseth: That the said Elbert. C. Bowdon and his wife. Margaret for and in Consideration of the premises as well as the sum of One dollar paid in hand, the receipt whereof is hereby acknowledged, have this day granted, bargained, sold & conveyed & do hereby grant and convey unto the said party of the second part the following described tract of land lying in the County aforesaid and the district of lands subject to sale at Tuscaloosa and particularly designated by numbers as follows, to wit The East ½ of the South West ¼, and the North West ¼ of the South East ¼, Section 34. Township 21. Range 2 West. The said party of the second part to have and to hold said tract of land to him and to his heirs forever. And the said parties of the first part for themselves & their heirs unto the said party of the second part and his heirs & assigns forever the title

to said Tract of land, do hereby warrant and will forever defend;— Provided, Always,— nevertheless that if the said parties of the first part their heirs, assigns administrators or Executors, shall pay or cause to be paid the amount of said note, made by Simpson at the time specified above, and pay or cause to be paid unto the said Nabors or his Executors & administrators or assigns the payee of note on which said party of second part is surety for said Elbert C. Bowden the amount due on said note or by other lawful means, save, keep harmless and indemnified the said Jesse Frost of the second part his heirs administrators Executors and assigns from the payment of said note in favor of said Nabors and all cost, damages that shall accrue by suit or otherwise as surety aforesaid then and thenceforth this Indenture shall be absolutely void otherwise it, with all its obligations shall remain in full force & effect. In witness whereof we have the day and year aforesaid set our hands and affixed our seals.

E. C. Bowden
M. A. Bowden

State of Alabama
Shelby County } I M S Wilson an acting Justice of the Peace in and for said County hereby Certify, that Elbert C. Bowden, his wife Margaret Bowden and Jesse Frost whose names are signed to the foregoing Conveyance and who are known to me, acknowledged before me that being informed of the contents of the Conveyance, executed the same voluntarily. Given under my hand 20th day of July A D 1860.

M. S. Wilson J.P.

Filed for recorded 17th July 1860, Recorded 13th same month
J. W. McClanahan, Judge of Probate