

the 25 day of December 1869. gave the sum of four hundred
 Dollars made by the party of the first part with
 W. J. Johnson as security; One other Note made by
 the party of the first part for four hundred Dollars
 dated the day of _____ and due the 25 day
 of December 1870 All of the above described notes made
 payable to Jefferson Stally except the first which
 is made payable to the said party of the 2d part
 as administrator upon the estate of the said Jefferson
 Stally Decedent and the said party of the first part
 being desirous to secure the payment of said indebted-
 ness for and in consideration thereof and the further
 consideration of the sum of five Dollars to the said
 party of the first part paid by the said party of the
 second part the Receipt whereof is hereby acknowledged
 the said party of the first part has sold and hereby
 sells and conveys to the said party of the second
 part the following described Real and personal prop-
 erty to wit: of the $3\frac{1}{4}$ of the $SW\frac{1}{4}$ of Section 22 and
 the $W\frac{1}{2}$ of the $SW\frac{1}{4}$ of Section 22 and the $SE\frac{1}{4}$ of $SE\frac{1}{4}$
 Section 21 all in Township 21 Range One East, known
 as the River Place, and the $SW\frac{1}{4}$ of Section 24 and the
 $W\frac{1}{2}$ of the $SE\frac{1}{4}$ of same Section and all in Township
 21 Range One East containing two hundred and forty
 acres more or less and known as the Stally
 place also the growing crop to be raised the present
 year 1867 by the said party of the first part to
 have and to hold in trust as follows. It is hereby
 agreed by the said party of the first part is to
 have and retain possession of the said property until
 the 1st day of January 1868 And if the said
 party of the first part shall fully pay the
 amounts then due on said notes on or by said
 1st day of January 1868 then the time of closing this
 indenture is to be extended until an other installment
 shall fall due and so on from time to time until
 the whole of said indebtedness is paid with interest
 and cost thereon but if default be made in payment
 of any of said installments after said first
 day of January 1868 the party of the first part
 is hereby authorized to take into his possession
 so much of said property and sell the same
 to the highest bidder for cash as will satisfy
 the amount then due with interest and cost
 and so on until the whole of said indebtedness
 is paid after giving twenty days notice
 of each and every of such sales and
 after the sale of said property and payment

of said indebtedness as aforesaid if there should
be any balance of funds in his hands pay the
same to the said party of the first part
Given under our hands and seals the day and year
above written

John Barnett Seal
Mary Barnett Seal
J W Edwards Seal

In consideration of the execution of the within &
foregoing deed I hereby agree to Release M S John-
son from any further liability as security
to the within described notes and agree to take
this deed of trust in lieu of said security
this 6th day of Feb 1867 J W Edwards
Attst N B Hardis,

The State of Alabama on this the 6 day of
Shelly County February 1867 personally
appeared John Barnett (Mary Barnett and J
W Edwards and acknowledged the execution
of the foregoing deed in trust and the J W
Edwards also acknowledged the above Release
to be their act and deed and I certify
that I well know the said John Barnett
Mary Barnett and J W Edwards and that
they are the persons described in the
foregoing instrument and who executed
the same
N B Hardis
Notary for Record Feb 6 1867 Recorded April
the 9 1868 I certify that it has 25¢ worth of Curran
no stamps did it N B Hardis notary

J W Edwards
J W Edwards