The State of Alabama, } This indenture made and entered
Shelby County } into this the 2d day of March
one thousand eight hundred & Sixty Seven between
Abner J Wells of said County & State of the first part
and Columbus Cunningham of the same County of
the second part and Sarah Wells wife the said Abner
J Wells of the third part witnesseth,
Whereas the said Abner J Wells during his coverture
with the said Sarah Wells his wife aforesaid has received
the sum of twenty seven hundred dollars at sundry
times of the seperate Estate of said Sarah Wells as
follows, to wit: from Joseph Cunningham late of said
County now deceased, the father of the said Sarah Wells
in the year 1849 1 negro girl Betsy given to her by her said
father which the said Abner J Wells sold for Eight hundred
dollars and the child of said negro girl which the
said Abner J Wells sold in the year 1852 for three hundred
dollars. from said Joseph Cunningham for said Sarah
Wells one thousand dollars in compromise of a certain
Suit. Which the said Sarah Wells had instituted agst
the said Joseph Cunningham for her distributive
of the Estate of her Grandfather, Thomas Welch deceased
in the year 1852. And Six hundred dollars in the
year 1866. from James, Thomas & Daniel Kennan for the
said Sarah Wells in the case of the said Sarah Wells against
the said Kennans & others lately pending the Circuit Court
of Dallas County & said State. And Whereas the said
Abner J. Wells has never accounted with the said Sarah Wells
for the said sums of money received for her as aforesaid
and has used and expended the same. And whereas he
did use a certain portion of said moneys of the said Sarah
Wells, to wit two thousand Dollars in payment of the lands here
in after described now in Consideration of the premises and
also for the further Consideration of the sum of ten dollars
in hand paid to the said Abner J Wells by the said Colum-
bus Cunningham the receipt whereof is hereby acknowledged
the said Abner J Wells has this day sold and for and in con-
sideration of the premises does hereby bargain sell & convey
to the said Columbus Cunningham the following dis-
cribed lands lying & being in Shelby County and State of
Alabama, to wit the East half of the north east fourth
the East half of the south east fourth, of fractional sec-
tion four Township twenty four Range Range twelve
East Except those lots that have heretofore been
conveyed also the north west fourth of south west

fourth of fractional Section three Same township & Range containing about 154 acres also the north half the north East fourth Section twenty Township twenty two Range one West, 80 acres more or less. and the north half of north East fourth, Section Seven Township twenty four Range thirteen East. Also a lot purchased by Walsan & Harris on Surveyed to be south half of North West fourth Section Eleven Township twenty four Range twelve East also all the right title interest and Estate which the said Abner J Wells has in the lands purchased of one John B Figh which is subject to mortgage for the position of the purchase yet unpaid to wit all the north East fourth that lies South of Shoal Creek that has not been sold off in lots and given to the Rail Road. Also all the North East fourth that lies South of the Alabama & Tennessee River Rail Road, near the depot of said Road, at Montevallo in said Shelby County and has not heretofore been sold off in lots and the west half of the South East fourth Section three township twenty four Range twelve East; the west half of South West fourth Section two Same township and Range. And North East fourth of North East fourth and the North West fourth of the North West fourth of Section Eleven township twenty four Range twelve East, and the North East forth of North East forth and the north East fourth of the South East fourth and South East fourth of the South East fourth. And the South East fourth of the South West fourth Section ten Same Township & Range to have and to hold in trust as follows, to the sole and separate use behoof and benefit of the said Sarah Wells. And it is agreed by the parties to these presents that the said Sarah Wells is to have and to enjoy possession and Controll of said property herein conveyed to her sole and separate use and behoof free from the Controll and management of the said Abner J Wells. With the full power to use dispose, and enjoy said property to her own sole and separate use during her natural life and to dispose of the same by will or deed at any time

In witness whereof we have hereunto set our hands and seales the day year above written. Abner J Wells.
C Cunningham
Sarah Wells

The State of Alabama } I Paul H Lewis an acting justice of
Shelby County } the peace in and for said County hereby
Certify that Abner J Wells Columbus Cunningham
& Sarah Wells whose names are signed to the fore
going instrument, and Who are known to me acknowledged
before me on this day that being informed of the

contents thereof they executed the same on the day it bears date voluntarily.
In witness whereof I have set my Signature this 9 day of March 1867.
P A Lewis
Justice of Peace
Filed for Record 9th March 1867.
Recorded in March 30th 1867.
I certify that it has three dollars worth Federal Revenue Stamps on it. N B Mardis judge Probate.