This indenture made on this the 25 day of February A D 1868 at Talladega Alabama between Lewis E Parsons of the first part and Andrew Cunningham of the second part as trustee and the persons here in after named as creditors of the said Parsons as parties of the third part Witnesseth; Whereas the said Parsons is indebted to Cebert Elmore of Mobile in the sum of Eleven hundred & Sixty one Dollars with interest thereon from the 19th December 1867 money paid by the said Elmore to Levi W Sanler at the Request of said Parsons & for his account, And whereas said Parsons is indebted to Mrs Margaret M Scott. County in the State of Kentucky in the sum of thirteen thousand & forty Eight Dollars the same being the proceeds of nine thousand three hundred and twenty Dollars, in gold loaned by Mrs Scott to said Parsons. $5620 00/100 of it on the first of October 1867. And $3700 on the 5th of December 1867 together with interest thereon from those dates, and whereas said Parsons received of J Goldthwait Jr W. H. Goldthwait on the 4th October 1859, his check on J Sandy & Co of for sixteen hundred & forty Seven 33/100 Dollars, which was paid in current Bank Notes at the time under an agreement made in writing at the time to Retain the same in his hands until a good and sufficient title or deed should be made by the Executors of the Estate of Joseph Deed, late of Coosa Co Ala to certain lands, which said Executors had sold to one W W Whitiker and had given bond to make good and sufficient titles to him his hirs or assigns which said bond said Whitiker had assigned to said J Goldthwait on the 2d January 1854 as appears by said Endorsement thereon and said deed to said bond not having been made by said Executors and the said Parsons being liable to one or the other of said parties for the value of the sum thus placed in his hands And whereas said Parsons is indebted to ~~said~~ Walker Reynolds as security for J L Elston on a note dated April 1st 1859 for $1,960 due twelve months thereafter with interest thereon from date on which James B Martin now dead was also a Co security And the said Parsons being desirous of securing the payment of these said sevral sums of money according to the tenor and effect of this liability therefor Now therefore in Consideration of the premises and the sum of one Dollar to him in hand paid by the party of the Second, the said Parsons party of the first part hereby grants bargains & sells unto the said party of the second part the following described lands and tenements (viz) All that portion of section 26 Town 18 in Range 5 which is now owned by said

Re Mortgage having been satisfied & Reynolds released as security, the note was delivered to the mortgagor on the payment of the note by said Elston. Witness my hand this May 14 - 1872. W. Reynolds

Parsons the same being the land where on the house in which he now lives stands, and is supposed to contain (including the land which lies between the lot whereon Dr Whitson & W W Knox now live & which is included in this Deed) forty acres more or less also two lots on the East side of the Square in the Town of Talladega having a front of forty four feet on said Square and running back one hundred and twenty feet known in the plan of said Town as parts of lot No 72, also an undivided two thirds interest in lots (No 16 & 17) Number Sixteen and Seventeen in said Town of Talladega. Also six hundred & forty acres of land comprised in the plantation which the said Parsons owns in "the bore" and which lys between lands of Rose Heavel & those owned by the late widow Walker and others all of said lands are in Sections five Six and thirty one (Sec 5, 6 & 31) in Townships 17 & 18 & Range 5. and were purchased by said Parsons, part of B Mapu part of W H Houston part of Mr Miller and part of the Ala & Tenn R Rail Road and are situated in Talladega County Also two hundred and Eighty acres of land situated in Shelby county Alabama in Sections Eleven & twelve (11 & 12) Township Twenty Four Range Eleven East purchased by the said Parsons from the Estate of one Mamo Lemly dec'd, a part of these lands may lie in Bibb co Ala, Also E½ of S W 1/4 Sec 3 Township 24 R 11 & the N W 1/4 of S W 1/4 Sec 3 T 24 R 11 Containing one hundred and sixty acres more or less also three hundred and sixty acres of land lying in Sec (Four (4) Township twenty four (24) Range Eleven (11) in Bibb County Alabama. It is possible that some of these lands may lay in ~~Bibb~~ Shelby County also, To have and to hold unto the said Andrew Cunningham, his heirs and assigns in fee simple forever in Trust however and upon the following ~~of preys~~ terms & conditions Viz) The Cunningham is hereby empowered to advertise said lands and tenements for sale at any time after the first day of January next in the same manner as Sheriffs are required by law in selling lands and to sell the same at the court house door in the County in which they are situated respectively to the highest bidder for Cash & to Convey good and sufficient title to the purchasers severally in fee simple and the proceeds of said sale shall be applied first to the payment of the necessary expenses of this trust & then to the payment of the debts due to Albert Umsee & Mrs M M Scott. Retaining in his hands a prorata on account of the many claims of Goldthwaite as afore said for the purpose of paying that claim to the persons that may be entitled to the same when the same is ascertained, & the interest there on then to the debt due Walker Reynolds for which I am security as aforesaid and on which suit is now pending in the Circuit Court of Talladega the remainder of the proceeds of said sale of the lands hereby conveyed

Be it hereby acknowledged that we have received of Chas. C. Parsons five satisfaction of the debts secured to us by and we hereby release all interest claim in said deed in trust.
Albert Elmore by his attorney in fact
Mary Ann M. Scott by her attorney in fact
A Cunningham

This deed in trust being satisfied as appears by the marginal entries, for satisfaction as required by the provisions of the Revised Code. This March 14 - 1872.
A Cunningham Trustee

Filed for record this March 14 - 1872.

shall be paid over by said Trustee to such person or persons as may be entitled to them under the laws of this State, The said Trustee is hereby authorized and empowered to advertise and sell any or all of said lands at any time after the execution of this deed if he shall be requested to do so in writing by any one or more of the persons herein provided for & secured as creditors of the said Parsons and in that event he shall give the notice, & make the sale and apply the proceeds as herein before provided having retained in my hands the bank notes or an equal amount in ofc of the Goldthwait & transaction there being a lap on said notes the question of interest & lap on the notes & who shall bear it is left open for settlement on just & fair terms when the same can be done — It is further provided that in the event said parsons shall pay off and satisfy each of said claims before the first day of January next or before any sale is made under the power hereby given then this deed is null and void The words "months" & "from date" between the 23 & 24 lines on the second page are interlined before signing

Signed Sealed & Delivered in the Presence of J. A. Stacy
A W W Bowie

In ~~witness~~ witness whereof we have hereunto set our hands and seals the day and year first above written

Lewis E Parsons (Seal)
A Cunningham (Seal)

The State of Alabama } I William H Thornton Judge of the Probate
Talladega County } Court for said County, Certify that Lewis E Parsons the grantor in the foregoing Conveyance and Andrew Cunningham trustee whose names are signed to the foregoing Conveyance 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 at office at Talladega this 25th day of July A.D. 1868

Wm H Thornton
Judge of Probate

Filed for Record 28 day of July 1868 & Recorded 18 day of March 1868 Certify that it has on it $19.00 worth stamps W H Martin Judge Probate