

State of Alabama } This indenture made and
 Shelly County } entered into this the 4th day
 of May A.D. 1866 one thousand eight
 hundred and Sixty Eight between An-
 drew J. Parish and Maria J. Parish
 his wife of the County of Shelly &
 State of Alabama parties of the
 first part and Chaator Drake of
 the County of Hale and State of Ala-
 bama part of the second part
 Witnesseth: That the said party of
 the first part for and in con-
 sideration of the sum of twenty five
 thousand dollars to them paid
 by the party of the second part the
 receipt of which is hereby acknowl-
 edged have given granted bargained
 sold and conveyed and by these presents
 do give grant bargain sell and
 convey unto the said party of the
 second part their successors and assigns
 forever the following tract of land
 situated lying and being in the County
 of Sumpter and State of Alabama
 to wit: The east half of Section
 twenty two (22) containing three hundred
 and twenty acres (320) The North West
 quarter of Section twenty three (23)
 containing one hundred sixty acres
 (160) the South West quarter of Section
 twenty three (23) containing one hun-
 dred and sixty acres (160) the North
 West quarter of fractional twenty
 two (22) containing one hundred &
 nine acres ($109\frac{2}{3}$) and eighty six the
 hundredths of an acre the North
 East quarter of the South West

quarter of Section twenty two (22)
 containing forty (40) acres also be-
 ginning at the North of the Spring
 track at the River on the land
 in said Section (21) East of said
 Spring track containing ten (10) or
 fifteen (15) acres and containing said
 Spring track to where it strikes the
 line between the North West quarter
 of South West quarter and the South
 West quarter of South West quarter
 of Section twenty two (22) comprising
 all the lands east of said track
 in said North West quarter of the
 South West quarter of Section twenty
 two (22) containing twenty (20) or thirty
 (30) acres. It is understood that we kept
 one hundred acres of land off of the
 North end of the North West quarter
 of Section twenty three (23) and North
 end of the North East quarter of Section
 twenty two (22) containing in all seven
 hundred and eighty nine (789) acres
 more or less all in Township nineteen
 (19) Range one (1) East and in the
 land District at Denopolis all so as
 have on a certain tract of land
 in Shelly Camp at or near Shelly Springs
 known as the Shelly Springs tract be-
 longing of J. Morris or wife on which
 the parties of the first part have been
 a carrying also the buildings for tanning
 and shoe making and one dwelling
 house and tannery house &c and
 also engine and boiler one Pegging
 Machine one Sewing Machine one leather
 splitter one sole leather roller one buffing
 Machine one Saw Mill and Saw one
 bark Mill one grist Mill three water
 saws one flour Mill one bolting
 cloth one hide beater and scourer
 iron pots & shoe shop tools and
 set of black Smith tools and set of
 turners tools three wagons and two
 mules one bay mare one brown
 colt five cows & four calves twenty
 goats also the entire stock of leather
 and hides in the yard also my in-

Wrote in the following notes or bills held
by White and Parish viz first bill drawn
by Robert A Ware and Harmon Milner
& Co dated January the first 1868 at
Sixty days for five thousand two
hundred and seventy dollars at the
office of Fowler at Sumnerville
indorsed by Ware and accepted by Harmon
Milner & Co second bill drawn by Robert
A Ware on Harmon Milner & Co for
four months for five three hun
dred and thirty eight dollars at the
office of Fowler at Sumnerville
indorsed by Ware and accepted by
Harmon Milner & Co dated January the
first eighteen hundred and sixty
eight third bill drawn by William B
Silvers on Harmon Milner & Co
at six months after ten (10) thousand
eight hundred and sixteen dollars
at the office of Fowler at Sumner
ville indorsed by Ware and accepted
by Harmon Milner & Co, dated January
the first eighteen hundred and sixty
eight also about three hundred
chords of Lumber.

Together with all the tenements and household
furniture belonging as in any wise appertaining
and also the estate right title interest power and
right of doing good property possession claim and dem
-and whatever of the said premises of the first part
of in and to the same to have and to hold the same
upon descended premises lesses and good property unto
the said party of the second part his heirs and
assigns to their only good use and benefit and
intend forever the foregoing is intended as a trust
-agmt to secure the payment according to the conditions
and terms of prior promissory notes herewith executed
by the above said Anderson & Thorns and White &
Thorns of the first part to the party of the second part
the notes for the sum of twenty five thousand dollars
the first note Anderson & Thorns for twenty six hun
-dred and fifty two dollars due the twenty eighth
of June eighteen hundred and sixty six second
note Anderson & Thorns for one hundred and
seventy five dollars due the fifth of July eighteen
hundred and sixty six third note given by White
& Thorns for two thousand dollars due the nineteenth

day August eighteen hundred and fifty seven
 For the Note Given by Andrew L. Pharo for ~~Twenty~~ ^{Twenty} ~~Three~~ ^{Three}
 and two hundred and ten dollars and the four the
 day of May eighteen hundred and fifty eight of the
 party of the first part pay to the party of the second part
 the above described notes promptly at maturity of
 each note thereof and these promises shall be void
 of such payment be promptly made but in case
 default shall be made in the payment of the above
 said notes then the said party of the second part
 their executors and assigns are hereby empowered
 to sell the said promises and property above
 described unto all and every of the appraisers
 and any part thereof after giving thirty days
 notice of the time and place of sale in the
 manner prescribed by said and the amount
 of money arising from such sale to be
 claimed the said principle and interest
 with the cost and charges of making
 such sale and the above overplus
 if any there be shall be paid by
 the party making such sale on
 demand to the parties of the first
 part their heirs or assigns and
 the said parties of the first part
 do covenant promise and agree
 to and with the party of the second
 part that the said Andrew
 L. Farish of the first part shall
 and will well and truly pay to the
 party of the second part their exe-
 cutors and assigns the said notes
 at the time and the manner here-
 in before mentioned according to the
 tenor of the said promissory notes
 in witness whereof the said parties
 of the first part have hereunto
 set their hands and seals the
 day and year above written

At Farish Seal
 M. L. Farish Seal

The State of Alabama I N. B. Mary Surveyor of the State in
 Shelby County and for said County hereby certify
 that Andrew L. Pharo and Maria L. Pharo husband
 and wife whose names are signed to the foregoing Con-
 veyance and who are known to me and acknowledged
 before me as one on this day that being informed
 of the contents of the conveyance they executed the

Same Voluntarily on the day the same beards state
Given under my hand this 9th day of June 1868.

N B Macon

Judge of Probate

Filed for record the 9th day of June 1868 and recorded
the 18th day of the same month and I further certify
that said deed has upon it Twenty five dollar worth
of Federal Revenue Stamps N B Macon Judge of Probate