The State of Alabama } This indenture made and
Shelby County } Entered into this the 17 day
of January 1869 between Joseph A Ferguson party of
the first part, Caroline L Ferguson party of
the Second part and David Pennington
party of the third part all of the County
and State aforesaid Witnesseth that whereas the
said Joseph A Ferguson did on the day of
18 intermarry with the said Caroline
L Ferguson party of the Second part whose
Maiden name was Caroline L, and
the said Joseph A Ferguson received after his said
marriage with the said Caroline L. (besides certain
negro property which has since been Emancipated) on
the day of 1868 the sum of Six thousand
Dollars in money and whereas the above
stated sum of money was expended and
used by the said party of the first part in
the purchase of certain Real Estate lying and
being in the County and State aforesaid to wit;
the NW 1/4 of Sec 11 Except two acres thereof to
be laid off in the North west corner so as to
cover and include the Camp ground and grave
yard at Chappel And the North West quarter
of the North East fourth of Section Eleven, and
the South west fourth of the South East fourth
of Section two and the west half of the South
East fourth of the South East fourth of Section
two Excepting and reserving also the right of way one
hundred feet in width for the use of the Selma
Rome and Dalton Rail Road where it passes
over any of said lands all in Township twenty
One Range one East. Also in the purchase of
the following personal property to wit; one
mule, and colt, one Buggy two Sows & pigs
five young hogs four cows & three calves and
one yoke of oxen Now to Secure to the
said Caroline L Ferguson party of the Second
part and to her Seperate use benefit and behoof &
in Consideration of the above sum of money Re
ceived by the said party of the first part Re
ceived as the Seperate estate of the said party
of the Second part and the further
sum of five Dollars in hand paid
to the party of the first part by the party
of the third part the receipt whereof is

hereby acknowledged the party of the first part hath bargained granted & sold aliened conveyed and Released and by these presents do grant bargain sell alien convey & release unto the party of the third part as trustee for the said party of the second part all the property both real and personal here in before described together and singular all the appertenances there unto belonging or in anywise appertaining and the rights property and increase of the same to have and to hold the same unto the party of the third part this his and assigns forever. In trust however for the following intents and purposes to wit: for the use occupation and support of the said Joseph A Ferguson & Caroline L Ferguson and their family and the property is to be used and controlled on the premises here in before mentioned for the mutual support and comfort of the parties of the first and second part and their families and neither the party of the first or second part shall have a right to sell or dispose of any of said property for any purpose and the party of the third part shall not have power to sell or dispose of any of the property here in conveyed to him or to increase unless it becomes ~~absolutely~~ necessary to carry out the objects of this trust without the consent of both the first and second parties and when so disposed of the proceeds are to be applied in his hands to carry out the objects of this trust. It is further agreed between the parties that the party of the third part may pay and settle out of the property hereby conveyed to him all outstanding debts which can be collected out of said property by levy and sale under the laws & constitution of the State but said property is not to be liable for the satisfaction of any debts here after contracted by said parties of the first and second part without the consent and concurrence of the other except such contracts as are or may be made for the necessaries & comforts of the family aforesaid.

Jas A Ferguson Seal
Caroline L Ferguson Seal
D Pennington Seal

The State of Alabama } A W Bleardis
Shelby County } Judge of Probate in
and for said County - hereby certify
that Joseph A Ferguson Caroline L
Ferguson and D Pennington whose names
are signed to the conveyance and who
are known to me acknowledged before
me on 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 this 19th day of January
1869.
A W Bleardis
Judge of Probate

Filed and Recorded Feby 1869.
I certify that it has 50 cents worth
of Revenue Stamps on it.
A W Bleardis
Judge of Probate