This Indenture Made this the 26th March 1870 Between John W. Davidson the debtor of the first part and Abner J. Wells the trustee of the 2nd part and Jacob Perry the creditor of the 3rd part. Whereas the said John W. Davidson is justly indebted to the said Jacob Perry the sum of Three hundred forty 5/100 dollars to be paid on the first day of January 1871. with interest from the date as by note bearing even date with this indenture more fully appears which debt the said John W. Davidson is willing and desirous to secure. Now this indenture witnesseth that for and in consideration of One Dollar to you John W. Davidson in hand paid by the said Abner J. Wells at and before the sealing and delivering of these presents the receipt whereof is hereby acknowledged he the said John W. Davidson hath given granted bargained and by these presents doth give grant bargain and sell unto Abner J. Wells his heirs and assigns forever all that tract or parcel of land lying and being situate in Shelby County and State of Alabama designated as the W½ of the SW¼ and part of the S½ of NW¼ all except a few acres that lies above the bend Crest to Mahan Roy S 15. T 22 R 3 W. and in the Tuscaloosa land district that is a one half interest in the above tract of land together with all and singular the appurtenances to the said tract or half interest in said tract of land belonging or in any wise appertaining and all the estate right title and interest of the said John W. Davidson in and to the said granted premises to have and to hold the same the appurtenances unto the said Abner J. Wells his heirs and assigns forever to the only proper use of the said Abner J. Wells his heirs and assigns forever and the said John W. Davidson for himself his heirs executors administrators doth covenant promise and agree to and with the said Abner J. Wells his heirs and assigns forever in the manner

following that is to say the said John W. Davidson his heirs Executors and administrators, unto the said Abner J. Wells his heirs and assigns and against all persons whomsoever shall and will warrant and forever defend by these presents upon trust nevertheless the said Abner J. Wells his heirs and assigns shall permit the said John W. Davidson to remain in peaceable possession of the said tract of land and premises with the appurtenances and to take the profits thereof to his own use until default be made in the the payment of the said sum of Nine hundred forty two 50/100 dollars and interest either in whole or in part then upon this further trust that the said Abner J. Wells his heirs or assigns shall and will be sworn upon the happening of the said default or payment as he or his heirs and assigns may think proper or the said Jacob Perry his heirs Executors and administrators may request. To sell the said tract of land and premises to the highest bidder for cash at public auction after having given 30 days notice of the time by advertisement to be sold at the town of Martinsville and out of the money accruing from such sale after satisfying the charges thereof and all other expenses attending the premises pay to the said Jacob Perry his heirs Executors administrators or assigns the said Nine hundred forty two 50/100 dollars and interest. and the balance if any shall pay to the said John W. Davidson his heirs and Executors administrators. But if the whole of the said debt shall be fully paid off and discharged to the said Jacob Perry his heirs Executors or administrators on or before the said first day of January 1871 when the sum is payable by that no default in the payment of the said debt be made then this indenture to be void else to remain in full force and virtue in witness whereof the parties have hereunto set their hands and seals the day and date above written,

Revenue Stamp One Dollar

J. W. Davidson

Abner J. Wells

The State of Alabama } I Paul H. Lewis
Shelby County } an acting Justice
of the Peace in & for said County hereby
certify that John W. Davidson whose
name is signed to the foregoing con-
veyance & who is known to me acknow-
ledged before me on this day that
being informed of the contents of the
conveyance he executed the same volun-
tarily on the day the same bears date
Given under my hand this the 26th of
March 1870

Paul H. Lewis
Justice of Peace

Filed for Record [illegible] and answer
30th 1870

J. T. Heflin Judge of
Probate