

James Adams
 wife To
 B. B. Lewis

This Indenture made this 10th day of January in the Year 1871 between James Adams of Shelby County in the State of Alabama of the first part. Burrell B. Lewis of the same County of the second part, and the creditors herein after named of the third part: Witnesseth that the said James Adams in order to secure and provide for the payments of the following named debts viz: One promissory note in favor of the firm of M. Terran. Architects & Co of Louisville Ky. for four hundred and eighty three dollars bearing even date with these presents and payable on the 1st day of November next with interest from date. One promissory note in favor of the firm of J. M. Lewis & Co of New Orleans La. for seven hundred and two 50/100 dollars bearing even date with these presents and payable on the 1st day of November next with exchange on T.O. One promissory note in favor of the firm of J. W. Sherr & Co of New Orleans La. for three hundred and ten 20/100 dollars bearing even date with these presents & payable on the 1st day of November next with interest from date. One promissory note in favor of the firm of King & Kupperman of Baltimore Md. for two hundred and thirty four 70/100 dollars bearing even date herewith & payable 1st day November next with interest from date. One promissory note in favor of the firm of Edmund F. Brown of Charleston S.C. for one hundred and fifty four 00/100 dollars bearing even date herewith & payable on the 1st day of November next with interest from date. One promissory note in favor of Gordon Howard Haralson of Atlanta Ga. bearing even date herewith & payable on 1st of November next with interest from date for one hundred and six 50/100 dollars. One promissory note in favor of M. J. Hardy for sixty eight 20/100 - dollars bearing even date herewith & payable 1st of November next with interest from date. And also for and in consideration of ten dollars of lawful money to the said James Adams in hand paid by the said Burrell B. Lewis (the receipt whereof is hereby acknowledged) has bargained and sold and by these presents does grant bargain sell convey and alien unto the said Burrell B. Lewis his heirs and assigns forever one acre lot lying and being in the Town of Monticello.

fronting the street or road leading from said Town to the Rail Road depot the said lot being on the South west side of said street and in the part of said Town that is East and South of Coal Creek the same being the lot upon which is now situated the dwelling house stone house out house garden and stable lot of the said James Adams, together with all the buildings and improvements thereon and its appurtenances of every kind whatever, it being the same lot which was conveyed to him by

To have & to hold the said lot and all the buildings and improvements thereon, and all the Estate, right, title and interest of the said James Adams therein unto the said Samuel B. Lewis his heirs and assigns forever, but in trust, nevertheless, and for the purposes following to wit: First of the above mentioned debts or any part or portions of the same are not paid at maturity then in that case the said Samuel B. Lewis shall take possession of the premises and sell and dispose of in fee simple at public auction in the Town of Montevalle to the highest bidder for cash the said lot with all the buildings and improvements thereon after giving them weeks notice of the time, place and terms of sale by advertisement in a newspaper published in Shelby County Alabama or by posting in three public places if no paper is published in said County at the time for the purpose of paying the money remaining due and unpaid as aforesaid including interest to the time of sale the costs and charges of sale & expenses of the trust and attorneys shall come the same to the purchaser or purchasers thereof; and after making such sale shall without delay proceed first to discharge the costs & charges of such sale and all the expenses attending the execution of this trust: Secondly to pay the money due on the above mentioned debts and then remaining unpaid including interest to the day of sale and if proceeds of such sale are not sufficient to pay off in full the debts aforesaid then such application shall be made pro rata on the same, all the debts hereby secured being paid. Secondly this indenture is upon this further confidence that no

benefit to the said James Adams is hereby retained or reserved or intended to be and if the said Trustee allows the said James Adams to use and occupy the said property, it is to preserve and protect the same to keep it in good repair and to keep up the policy of insurance upon the same for the benefit of said Auditors to pay all assessments and taxes on the same and to assign the business of ins. keeping and merchant to better enable him to meet the prompt payment of the aforesaid debts & interests and the use and occupation is only to be allowed him as the agent of said Trustee for said purposes till the said day hereof.

And lastly, if all the foregoing debts and interests herein are paid at maturity by the said James Adams then and in that case this Assignment shall be of no effect And the said James Adams for himself his heirs and Executors Covenant with the said Samuel B. Lewis his heirs and assigns to warrant and defend the lot hereby conveyed against the claims and demands of all persons whatsoever to deliver up possession of the same when demanded by him or to the purchaser thereof after sale as the case may be to take due and proper care of the same while in the use and occupation of said James Adams. and lastly to save the said Samuel B. Lewis his heirs and Executors from being damaged or sustaining injury and loss by well and faithfully executing the powers and trust herein contained.

And Witness whereof the said James Adams and Samuel B. Lewis as trustee for said Creditors have hereunto signed their names and affixed their seals the day and year mentioned above as the true hereof.

(Revenue Stamp Paid 54/1000000) James Adams Trust
Samuel B. Lewis

And Nancy E. Adams wife of said James Adams hereby joins in said deed for the purpose of relinquishing her dower right in the said lot and does hereby relinquish & release the same unto the said party of the second part for the purposes above stated, Witness her hand & seal the day & year above. A. A. Adams Trust

The State of Alabama At Court M. Strong and
 Shelby County Acting Justice of the Peace
 in and for said County hereby Certify that
 James Adams and C. A. Adams his wife and
 Benwell B. Lewis whose names are signed to the
 foregoing conveyance and who are known to me
 acknowledged before me this day that being
 informed of the contents of the said conveyance
 they and each of them executed the same vol-
 untarily on the day the same bears date -
 Witness my hand this 11th day of January A.D. 1871

J. M. Strong J. P.

Filed for Record Jan 15th 1871 at the record
 Jan 16th 1871.

James F. Decker
 Judge of Probate