Johnston R. H.
to
James Baker &
James T Leeper

The State of Alabama }
Shelby County } Know all men by these presents that Robert H Johnston of said County hath this day made his promissory note of this date payable to A. A. Sleeth as administrator de bonis non of the estate of Jefferson Kelly dec ceased on or before the 25th day of December 1882 for the sum of four hundred dollars on which note James Baker & James T Leeper bankers

become bound as the sureties of the said R. H. Johnston for its prompt payment by signing their names then to with his and now for the purpose of protecting & securing the said Baker & Leeper from harm or loss by reason thereof in consideration thereof as well as of five dollars to the said R. H. Johnston in hand in hand paid by said Baker & Leeper the receipt of which is hereby acknowledged the said R. H. Johnston ~~in hand paid~~ ~~his~~ wife & Sarah F Johnston his wife have bargained & sold and do now by these presents bargain and sell and convey & confirm unto the said James Baker & James T. Leeper the following described tract of land situated in said County & described as all that part of the North West Quarter of section twenty in township twenty one of range one East that lies North West & North of the public road leading from Columbiana across the Mountain on which Thos F Green orchard stands to Morris Ferry on the Coosa River excepting ten acres in the North West corner thereof sold to Dan Sterrett & one acre of the same tract sold & conveyed to the Protest Methodist Church also all that part of the North half of the North East Quarter of said Section Township & Range that lies East of said N. W 1/4 first described & North of a certain ditch bearing nearly East & West near the middle of said N. E 1/4 containing one hundred & ninety seven or two hundred acres be the same more or less to have and hold the same to the said Baker & Leeper their heirs and assigns for ever. In trust however and these presents are on this express condition that the said R. H. Johnston is to remain in quiett & peaceable possession of said tract & premises there on situated untill said 25 day of December 1872 when if said note to said Sterrett is fully paid then this conveyance to become & be null & void but in default of said payment to the said payment the said Johnston on or by the 25 day of December 1872 the said Baker & Leeper or either of them may & are hereby fully authorized to claim as soon as they or either of them may think proper to proceed to sell the said tract of land & premises at public auction to the highest bidder at the Court House door of said County & upon

This deed of trust has been satisfied to the debt having been paid by James Baker and a new mortgage executed in his favor.
January 15 - 1874
J. T. Leeper
James Baker

other public places in said County being given ten days and out of the proceeds of ~~said sale~~ shall pay off said note all expenses of said sale & the ballance if any pay to said Johnston or his order and if said maul made this conveyance the said Baker & Leeper or either of them who may make said sale shall make to the purchaser title to said land. convey to him or them all the right title. in trust & estate that we the said R H Johnston & wife now hold & of of in & to the same In witness of all of which we the said R. H. Johnston & Sarah H his wife hereunto set our hands & seales this the 25 day of July 1872

R. H. Johnston (Seal)
United States Revenue Stamp 1.50 S H Johnston (Seal)

The State of Alabama }
Shelby County } I A M Elliott Clerk of the Circuit Court for said County hereby certify that R. H. Johnston & Sarah H Johnston husband & wife whose names are signed to the foregoing conveyance & who ~~acknowledge~~ are known to me acknowledge before me on this day that knowing the contents of said conveyance they execute the same voluntarily on the day the same bears date Given under my hand this the 25 day of July 1872

A. M. Elliott Clerk

Filed for record July 27, 1872 & Recorded Aug 7, 1872
J T Leeper Judge of Probate