

State of Alabama } This indenture made this Eighth day of March
 Shelby County } Eighteen hundred and forty nine between
 Gabriel Barnes of the first part and Henry W Lyman of the second
 part and W Butler Esq of the third part all of the State and County
 above named, Witnesses, That whereas the said Gabriel Barnes is
 indebted to the said W Butler Esq the sum of Three hundred and
 thirty five Dollars the same being in promissory note dated
 March 1st Eighteen hundred and forty nine bearing Interest
 from date and due on the first day of January next, & the said
 Gabriel Barnes have bargained sold aliened and conveyed and
 by these presents doth bargain sell alien and convey unto the said
 Henry W Lyman for and in consideration of the sum of five dol
 lars of lawfull money to the said Gabriel Barnes by the said
 Henry W Lyman in hand paid at and before executing and
 delivery of these presents the receipt whereof is hereby acknowledged
 the following described property To wit, one road Wagon and
 harness which is the wagon he purchased from Lemp five horses
 one a grey Two Brown one bay and one a black one one two
 years old Bay Colt one one year old Black Colt Two
 Mileh Cows one red the other a brindle one y carting wheel

and sold all the above described property being in the County of Shelby and State of Alabama and at the house where the said Gabriel Barnes now lives also by the presents I do further bargain and sell unto the said party of second part so much of my crop of Corn about to be planted as will make in good and lawfull Measure five hundred Bushels and so much of my crop of Cotton now about to be planted as will make Twenty Thousand pounds in the seed both of which crops are to be gathered and picked by the said Gabriel Barnes, I Gabriel Barnes do for myself my heirs and assigns warrant and will ever defend unto the said Henry H Lyman a good and lawfull right to the property herein described against all and every person whatsoever in truth notwithstanding, Should the said Gabriel Barnes pay or cause to be paid to the said H. Butterfield the note heretofore described on or before the first of January next then this obligation to be void and of no Effect but Should the said Gabriel Barnes fail to pay the same on any before the first day of January next in that case the said Henry H Lyman may proceed to sell the property herein described at the house where Gabriel Barnes now lives first giving fifteen days notice and then the said Henry H Lyman shall apply the proceeds to the payment of the note herein described and if there should remain a balance in the hands of the said Henry H Lyman arising from the sale of the within described property after paying the within described note then the said Henry H Lyman shall pay the balance over to the said Gabriel Barnes after paying the Expenses of carrying this trust into Effect Given under my hand and seal this the Eighth day of March Eighteen hundred and forty nine

G. Barnes & Co.

The State of Alabama } This day personally came before me
 Shelby County } I see a Justice of the Peace in and
 for said County Gabriel Barnes the maker of the within deed who acknowledged that he signed sealed and delivered the same to H. H. Lyman for the purpose therein contained and on the day therein mentioned. Given under my hand and seal this the 8th day of March A.D. 1849

N. L. J. P. Seal

I Henry H Lyman accept the trust confided in me by the within deed Henry H Lyman (Seal)

Filed 10th March 1849 and recorded in Time