

This indenture made and entered into this 28th day
 of July 1849 between Charles M. Dalrymple of the first
 part & John P. West of the second part and Blanton
 more of the third part all of the State of Alabama &
 County of Shelby witnesseth that whereas the said
 party of the third part at the special instance and
 request of the said party of the first part did on the
 7th day of March 1849 signed a note as joint obligor
 with James Reynolds Solomon & Horton payable
 to the said party of the first part on the 25th day of
 December next for fifty dollars by which the said party
 of the first part was enabled to obtain on said note
 the said amount of Joseph Roper and the said
 party of the first being desirous to secure the said
 party of the third part from all liability from this
 this becoming bound in said note therefore for & in
 consideration of said promises and the further sum
 of one dollar in hand paid by the said party of
 the second part the said party of the first hath
 this day sold to the said party of the second part
 and hereby sell & convey to him of the second
 part a certain tract or parcel of land to wit
 the North West fourth of the South East fourth
 of section 18 of township 22 of range 1 west

In case the land district also are small some man & lay
 much left to have and to hold in trust as follows the said
 party of the first part is to have and to enjoy the possession
 and use of said sold property untill default be made in
 the payment of said note by the said Reynolds & Horton
 and it is further agreed that if the said James Reyn-
 olds or Jonathan Horton or the said Charles M.
 Dalrymple for them shall pay said note according to its
 stipulations or otherwise discharge the said Blanton
 Moor from liability in said note then and in that
 case this obligation to be null and void & otherwise
 so soon as default is made in the payment of said
 note as above stipulated and the said Blanton
 Moor is made liable then & in that case it is
~~wholly~~ agreed by the parties that the said party of
 the second part is hereby authorized so soon as required
 by the party of the third part to sell to the highest
 bidder on the premises for cash the above described property
 after giving 30 days notice by advertisement posted
 up at the Court house and two other public places
 and out of said said pay to the said party of the
 third part so much as may be necessary to reimburse
 -se him and the balance if any pay to the said
 party of the first part Given under our hands &
 seals this day & year above written

Test Daniel Miller

Charles M. Dalrymple (L.S.)
 Lewis Dalrymple
 Thomas H. Dalrymple