

This indenture made and entered into this 18th day
 of March 1850 between Arthur Robertson of the first
 part and William Ruess of the second part and
 John P. West of the third part all of the State of
 Alabama & County of Shelby. Witnesseth that whereas
 about the 4th day of March the said party of the third
 part became the security for the party of the first
 part on a promissory note executed by them to one
 Cynthia Ray for security five dollars payable on
 the 25th day of December 1850 or 1st January 1851 (note
 not present and the day in which it is payable
 not recalled) and the said party of the first
 part being desirous and anxious to secure the said
 party of the third part against all liability as
 damages from said note and to secure said par-
 -ty of the third part therein. Therefore in Considera-
 -tion of the said promises and in the further
 Consideration of one dollar by the said party of
 the second part to the said party of the first
 part in hand paid the receipt whereof is hereby
 acknowledged the said party of the first part
 has this day bargained & sold and hereby bar-
 -gained and sells to the said party of the second
 part the following property to wit and Race
 wagon two sorrell colts each two years old one
 yoke of work oxen to have and to hold in trust
 as follows to wit It is agreed by the parties
 that the said Robertson of the first part is to
 hold the possession and use of said property
 until the 1st day of January next and if the
 said party of the first part shall on or before
 the said 1st day of January next pay or cause
 to be paid to the said Cynthia Ray as to his
 apays the said security five dollars or otherwise
 fore and discharged the said party of the third
 part from all liability cost damages & trouble
 in consequence of said note to the said Cynthia
 Ray then and in that event this indenture
 to be null and void otherwise it is agreed by
 the parties and the said party of the second
 part is hereby authorized (an elephant) to
 proceed to sell the said property for cash at public
 and cry and the promises of the said Arthur Robertson
 after giving thirty days notice by advertisement
 posted up at the Court house doors and at two
 other places in said County of the time and place

of said sale and out of the proceeds of said sale pay and discharge the said debt above mentioned together with all cost damages & interest thereon and reasonable expenses hereon and the balance if any pay over to the said party of the first part given under our hands & seals this day & year first above

Arthur Robertson 

W P Reeves 

John P West 

State of Alabama

Shilby County } Personally came before me Elijah G
Lawley Clerk of the County Court of said
County the above named parties who acknowledged that
they signed sealed and delivered the above deed for the
purpose and consideration therein expressed this the 22nd
March 1850

E G Lawley clerk

State of Alabama } By virtue of a writ of fieri facias commonly called an
Shilby County } execution issued from the Circuit Court of said
County in said State at the suit of John M
Clanahan bearing date the 29th day of September A D 1849 and I James
M Finley Sheriff of said County of Shilby did lately levy on and
seize the lots tracts or parcels of land heretofore specified and after
being duly and publicly advertised according to law did at Monteval
in said County of Shilby and Monday the 12th day of November
1849 proceed at public outcry to sell the same which P D Moroney
being the highest and best bidder therefor at the price of Twenty
five dollars the same being knocked off to him the said P D Moroney
In consideration of which I James M Finley Sheriff as aforesaid do hereby
bargain sell and convey unto the said P D Moroney his heirs and assigns
the following described property viz the south west fourth of the south
west fourth of section fifteen the south east fourth of the south east
fourth and the south west fourth of the south east fourth of section
sixteen Township Twenty two Range two west To have and to hold
said bargained property or premises unto the said P D Moroney's
heirs and assigns forever And I the said James M Finley Sheriff
as aforesaid do so far as the office of Sheriff authorized me hereby
warranted said property or Real Estate unto P D Moroney his
and assigns and the same to have hold use and enjoy in the same manner
Alexander Watson Defendant as aforesaid could or might have held and
enjoyed said property had not the same been seized and sold by virtue
of the aforesaid In Testimony whereof I the said James M Finley
Sheriff as aforesaid have hereunto set my hand and seal this 12th
day of November 1849

James M Finley 
Sheriff

Signed sealed and delivered in presence
of Edm King
A S Goodman

The State of Alabama } Personally Came before me Elijah
 Shelby County } C. G. Lawley Clerk of the County Court
 of said County James M. Finley Sheriff
 and acknowledged that he signed sealed and delivered the
 within deed to the person and for the purposes and conser-
 -vations therein expressed In testimony of which I hereunto
 set my name at office in the Town of Columbiana this
 22nd day of March 1850 C. G. Lawley clerk
 Filed the 12th March 1850 and recorded
 the 22 of said month C. G. Lawley clerk