

The State of Alabama } This indenture made this 31st day
 County of Shelby } of July A.D. one thousand eight
 hundred & fifty between Gabriel
 Barnes of the first part and A. J. Goodwin of the second
 part and John Sumner of the third part all of the
 State and County above named do hereby certify that whereas
 the said Gabriel Barnes is indebted to the said John
 Sumner in the sum of four hundred and twenty five
 dollars \$425 the same being a promissory note dated
 July 31st A.D. 1850 and due the 31st day of July A.D. 1850
 the said Gabriel Barnes have bargained sold aliened
 and conveyed and by these presents doth bargain sell
 alien and convey with the said A. J. Goodwin for and
 in consideration of the sum of five dollars lawful money
 to the said Gabriel Barnes by the said A. J. Goodwin
 and hand paid at and before the making and del-
 ivering these presents the receipt whereof is hereby
 acknowledged the following described property to wit
 The present and future planted and growing crop

of Cotton & Corn on the plantation and premises of the said Gabriel Barnes the same lying and being in the County and State aforesaid It being understood that the same shall yield of Cotton twenty thousand pounds and of Corn per hundred bushels both of which Crops are to be picked and gathered by the said Gabriel Barnes & Gabriel Barnes do for myself my heirs and assigns warrant and will defend unto the said A. J. Goodwin a good and lawful right to the property herein described against all and every person whatsoever ~~Intending~~ however that should the said Gabriel Barnes pay or cause to be paid to the said John Sumner the said note herein after described on or before the 1st day of January A.D. 1851 then this obligation to be void and of no effect But should the said Gabriel Barnes fail to pay the sum on or before the 1st day of January A.D. 1851 in that case the said A. J. Goodwin may proceed to sell the property herein described at such time and place as he may think proper giving due and lawful notice and then the said A. J. Goodwin shall apply the proceeds to the payment of the said note herein described and if there should remain a balance in the hands of the said A. J. Goodwin arising from the sale of the within described property then the said A. J. Goodwin shall pay the surplus over to the said Gabriel Barnes after paying the expenses of carrying this trust into effect Given under our hands & Seals this 31st day of July in the year A.D. 1850

G. Barnes
A. J. Goodwin

State of Alabama }
 Whitley County } This day personally came before me an acting justice of the peace in and for said County Gabriel Barnes the master of the within deed who acknowledged that he signed sealed delivered the same to A. J. Goodwin for the purposes therein set forth on the day and date therein mentioned Given under my hand seal this 31st day of July A.D. 1850 J. H. Sumner J.P.

Filed in files this 26th August 1850 & recorded 28th August 1850
 J. H. McClellan Judge
 of Probate