

G Barnes
To
H Butler
& Co

The State of Alabama } This Indenture made this nineteenth
Shelly County ss $55\frac{3}{4}$ day of April Eighteen hundred
and fifty one between Gabriel Barnes
of the first part H B Lyman of the second part and
H Butler & Co of the third part all of the County and State
above named Witnesseth that Whereas the said Gabriel
Barnes is indebted to the said H Butler & Co in the sum of
two hundred Eighteen $36\frac{1}{100}$ dollars the same being two
promissory notes the one amounting to ninety three $36\frac{1}{100}$
dollars dated April the 10 Eighteen hundred and fifty
one due one day after date with interest from
the first of June last the other amounting to one
hundred and twenty five dollars dated April
18th Eighteen hundred and fifty one and due one
day after date. I the said Gabriel Barnes

have bargained sold aliened and conveyed and by these Presents doth bargain sell alien and convey unto the said H R Lyman for and in consideration of the sum of five dollars of lawful money to the said Gabriel Barnes by the said H R Lyman in hand paid at and before the executing and delivery of these Presents the receipt whereof is hereby acknowledged the following described Crops, now planted and growing ~~and~~ about to be planted To wit. so much of my Crop of Wheat now growing as will make in good and lawful measure one hundred Bushels also so much of my Crop of Cotton now planted or being planted as will make twenty thousand pounds in the seed also so much of my Crop of Corn now planted and growing as will make six hundred bushels in good and lawful measure all 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 & well even defend unto the said H R Lyman a good and lawful right to the Crops herein described against all and every person whatsoever in trust nevertheless should the said Gabriel Barnes pay or cause to be paid to the said A Butler & Co the notes herein described on or before the 1 day of Decr next then this obligation to be void and of no effect but should the said Gabriel Barnes fail to the same on or before the first day of December next in that case the said H R Lyman may proceed to sell the Crops herein described at the house where the said Gabriel Barnes now lives first giving fifteen days notice and then the said H R Lyman shall apply the proceeds to the payment of the notes herein described and if there should remain a balance in the hands of the said H R Lyman arising from a sale of the within described Crops after paying the within described notes then the said H R Lyman shall pay the balance due to the said Gabriel Barnes after paying the expenses of carrying this trust into effect. given under my hand and seal this nineteenth day of April Eighteen hundred fifty one

Gabriel Barnes (seal)

The State of Alabama

Shelby County. Before me James M Nabors an acting Justice of the Peace in and for said County personally came (this 19th day of April) Gabriel Barnes the Maker of the Within deed who acknowledged that he signed Sealed and delivered the same To H R Lyman for the purpose therein contained and on the day therein mentioned given under my hand and seal this nineteenth of April Eighteen hundred and fifty one

James M Nabors (seal) Justice of the Peace
H R Lyman accept the trust conferred in me by the Within deed H R Lyman (seal)

Filed for and Recorded 21 April 1857 J. M. McClanahan
Judge of Probate.