

Johnston

The State of Alabama, This Indenture made and Entered
 Shelby County 3 into this 25 day of February AD 1852
 between Johnston of the first and David N. McClanahan of
 the second part all of the County & State of said Mississippi
 that the said party of the first part for & in consideration
 of the sum of one dollar to him in hand paid also for
 the consideration hereafter expressed are contained both a pignore
 and transferred Bargained & sold and doth hereby assign
 transfer Bargain and sell unto the said party of the second
 part all right ~~to the~~ interest and claim of said party of the first
 part of & in and ~~to~~ the following described land to wit,
 the west half of the North West fourth of section 26 and
 the East half of the North East fourth of section 27 all in town
 ship twenty one Range one West containing 160 acres
 Which said party is transferred as aforesaid by the said party
 of the first part unto the said party of the second part in
 trust and for the purpose of securing the payment of two
 hundred and twenty one 7/100 Dollars with interest in their
 promissory notes as follows - one for forty 64/100 due 1st January
 1850 and for one hundred & eighty seven 52/100 Dollars due 1st January
 1852 also one payable to Rintiaut & McClanahan for forty three
 55/100 Dollars due 1st January 1852. Which said notes the said
 Johnston is anxious and desirous to secure the payment
 of and it is hereby expressly agreed that the aforesaid land
 & property is to remain in the peaceable possession of said John-
 Johnston until the first day of January next and until
 the said party of the second part shall or may require
 payment of said notes may proceed to sell to the highest
 bidder for cash after having given the time and place of said
 sale by giving ten days notice by advertisement in at least
 three public places and of the proceeds of said sale pay him-
 self the said notes herein by described or secured and the balance
 if any pay over to the said Johnston but should said debt be
 paid by the first day of January or before
 sale is required then this deed of trust to be void & to
 remain in full force & effect Witness our hands & seals this day
 & date above written John Johnston seal
 David N. McClanahan seal
 Left Amos H. E. North

523.

The State of Alabama, On this 11th Feby 1852 personally
Melby County 3 appeared the above named John
Potterton and D. M. McLanahan who acknowledge that they
signed sealed and delivered the above ~~will~~ foregoing Dec
on the day it bears date for the purpose therein contained
Whereby my official act 11 Feby 1852.

J. M. McLanahan.

Judge of Probate.

Filed and recorded in this office as Columbus
on the 11th day of Feby 1852. J. M. McLanahan
Judge of Probate.