

This Indenture made this Eleventh day of March in the year
 of our Lord one thousand Eight hundred and fifty two between
 Samuel Ellison of the first Benjamin A Randall of the second part
 & C Cunningham & Co of the the third Whereas the said Samuel Ell-
 ison is justly indebted to the said C Cunningham & Co in the sum
 of one thousand and twenty Eight ⁸⁰ Dollars to be paid on the first
 day of January A D 1853 as by a promissory note bearing even date
 hereunto more fully appears which debt the said Samuel Ellison
 is willing and desirous to secure Now this Indenture Witnesseth that
 for and in consideration of the premises and also for the further consider-

Ellison

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eration of one dollar to the said Samuel Ellison in hand
paid by the said B. F. Randall at and before the sealing and
delivery of these presents; the receipt whereof is hereby acknowledged
by the said Samuel Ellison both given, granted bargained sold
and conveyed and by these presents doth give grant bargain sell
& convey to the said B. F. Randall his heirs and assigns forever a
certain road Waggons one yoke of sters, (the Waggon known as a
three wheel) Waggon one year old, bay colt & 4-4 head of cattle To have
and to hold the said personal property here by convey unto the said
B. F. Randall his heirs Executors administrators and assigns forever
to his and there own proper use and behoof forever hereby warranting
& defending the same as my own property free from all incumbrances
upon trust nevertheless that the said Benj. F. Randall
all his heirs Executors & shall permit the said Samuel Ellison to
remain in quiet possession of said personal property
hereby conveyed & enjoy the whole benefit of the same until
default be made in the payment of said sum of one hundred
& twenty eight ²⁸/₁₀₀ Dollars either in whole or in part; and
thereupon this further trust that he his heirs Executors shall
and will as soon after the happening of such default of payment
as he his heirs & may think proper or the said Cunningham
and the Executors administrators or assigns shall request
sell all the property hereby conveyed or as may be thought
necessary to sell for the payment of said note to the
highest bidder for cash at public auction at Montpelier
after giving ten days notice thereof by advertisement at
the public places in said County of Shelby. And out of the
money arising from such sale shall after paying the
charges thereof pay to the said Cunningham & the
Executors administrators or assigns the said sum
of one hundred Twenty Eight ²⁸/₁₀₀ Dollars with interest
thereon. But if the whole of the said sum of one hundred
and Twenty Eight ²⁸/₁₀₀ Dollars shall be paid to
the said Cunningham & the Executors & before
the 1st day of January 1853 when the same is
due without default thereon then this indenture is to
be void otherwise to remain in full and virtue. In
Witness whereof the said parties to these presents have hereunto
set their hands and seals the day and year first before written
in sealed and delivered. Samuel Ellison seal
in the presence, W. R. Dechajoy, B. F. Randall seal
Wm. Garner, C. Cunningham & me
D. W. Bruff.

I accept the within trust B. F. Randall

The State of Alabama

Shelby County William Garner before me makes

oath. in due form of Law that he saw Samuel
 Ellison B & Prudence V. C. Cunningham signed
 sealed and acknowledged the foregoing Deed on the
 day it bears date and that affiant with W. R. Desha, D. M.
 Gen. Witness the same as the request of the parties in their
 presence and in the presence of each other
 sworn to and subscribed 11: March 1852.

John M. McManahan. Wm. Green,
 Judge of Probate

Filed and recorded in this office on the 12 of March
 1852.

John M. McManahan
 Judge of Probate