McClendon
To A. J. Goodwin

J. M. McGlamahan Judge of Probate.

The State of Alabama } This Indenture
Shelby County. } made this the 16th day of August A. D. 1854 between Dennis McClendon of the first part, F. B. Allen and the firm of ~~W. L. & D.~~ W. L. & D. W. Prentice of the second part & A. J. Goodwin of the third part all of said county & state aforesaid, Witnesseth that wheras the said Dennis McClendon is indebted to the said F. B. Allen in the sum of fifty dollars 08 cents Which is now due & stands in two judgements on Hiram Summer's docket & also another judgement on said Summer's docket for $16 & 2/100 & whereas the said McClendon is indebted to the firm of W. L. & D. W. Prentice by note for forty three 38/100 dollars due 1st of January 1854, also by note to said W. L. & D. W. Prentice for sixe 75/100 dollars due at said twelve months from date & dated 1st of January 1854 now the said McClendon being desirous of securing the payment of the above named debts to the said parties of the second part as & in the manner that they are named above, viz: first to pay the said judgements to the said F. B. Allen & after paying said judgements to pay the other claims as they are above described.

This Indenture witnesseth Dennis McClendon has bargained & sold, released conveyed & conferred & by these presents do bargain & sell, release convey & confer unto the said A. J. Goodwin for & in consideration of the sum of one dollar to him in hand paid by the said

A. J. Goodwin & before the ensealing & delivery hereof the receipt whereof is hereby acknowledged the following property viz: the entire growing crop of the said D. McLendon about eighteen acres of cotton & twenty two acres of corn to have & to hold unto the said A. J. Goodwin his heirs & assigns forever & the said D. McLendon his heirs &c the aforesaid property hereby conveyed unto the said A. J. Goodwin his heirs &c against all persons whatsoever shall & will forever warrant & defend by these presents upon trust however that the said A. J. Goodwin shall permit the said D. McLendon to remain in quiet possession of the property above described until the 1st day of December next than that is on said first day of Dec. 1854 if the above described debts shall remain unpaid in whole or in part to secure the payment of which this trust is made upon this further trust, he said A. J. Goodwin his heirs shall & will so soon after the passing of such default of payment in whole or in part as he may think proper or the parties of the second part shall request sell the property hereby conveyed or such part thereof as said trustee hereby authorized to act shall think sufficient for the purpose to the highest bidder for cash after having fixed the time & place of sale & given ten days notice at Montevallo & two other public places in the said county & out of the moneys arising from such sale pay & satisfy said debts above described as they are herein previously described & all expenses for carrying this trust into effect & the ballance if any pay to the said McLendon. But should the whole of said debts above described by paid by the said 1st day of Dec. 1854 so that no default be made in the pay of the sum either in whole or in part then this indenture to be void - otherwise to remain in full force & effect. Witness our hands & seals this the day & date above written.

Dennis his ✗ mark McLendon {seal
F. B. Allen {seal
W. L. & D. W. Prentice {seal
A. J. Goodwin {seal

The State of Alabama, } Personally appeared
Shelby County. } before me, Hiram Summer an acting Justice of the Peace in & for the county & state aforesaid Dennis McLenden who acknowledged that he signed sealed & delivered the foregoing deed to A. J. Goodwin

on the day the same bears date & for the purpose therein expressed. Given under my hand & seal. August 16th 1854.

H. Sumner, (Seal)
J. P.

Filed & recorded 16th of August 1854.
J. M. McClanahan Judge of Probate.