Sumner
McConaughy
et al.-

The State of Alabama,
Shelby County. } This Indenture made
this the second day of September in the year
of our Lord one thousand eight hundred
& fifty four, between John Sumner of the
first part, William McConaughy of the second
part, & Needham Lee & John P. West of the
third part. Whereas the said Needham Lee
& John P. West are bound to Strong & Wrick of
Mobile in three promissory notes amounting to

four thousand six hundred & ~~[illegible]~~ fifty dollars viz: One note dated at Montevallo Ala. July 21st 1851, for fifteen hundred dollars due seven months after date, another note date at Mobile Ala. Feby 14th 1852 for eleven hundred & fifty dollars payable eleven months after date - the third note dated April 15th 1853 for two thousand dollars payable twelve months after date all of which said notes were made for the sole use & benefit of the said John Sumner, & which with the legal interest thereon accruing, and all costs thereon, he is willing & desirous to secure - Now this Indenture witnesseth that for & in consideration of the premises & also for the further consideration of one dollar to, ~~from~~ the said John Sumner, in hand paid by the said Wm McConaughy at & before the sealing & delivering of these presents, the receipt whereof is hereby acknowledged, he the said John Sumner hath given, granted, bargained sold & confirmed, & by these presents doth give, grant, bargain, sell & confirm to the said Wm McConaughy his heirs & assigns forever all that tract of land lying in the town of Montevallo in said County known as Lot No. 9 in the plot of said town containing two acres, also said Sumner's undivided interest to 1/4 of Lot No. 14 in said town, also 34 feet front & two hundred & ninty six rear of Lot No. 19 in said town, (said last named Lot of 34 feet front being now under mortgage to the University of Ala. to secure the sum of one thousand dollars - also three hundred & twenty acres of Land more or less lying in Sec. 16, T. 21, of R. 3. W. being the same land bought by said J. Sumner of, Also one negro woman named Easter about 22 years old & her two children, Ben about three years old & Josephine about 10 months old. Also one promissory note made by F. B. Allen to said Sumner for sixteen hundred & twenty dollars payable the first day of May 1855 - Also two notes on G. B. & T. G. Downs one for eight hundred dollars payable May 11th 1854, the other for five hundred & seven ~~dls~~ dollars payable at the same time in sawed lumber - Also all the notes & accounts due the late firm of J. & M. Sumner & the said J. Sumner for the years

1850, 1851, 1852, 1853 & 1854 as by schedule of the same hereto attached more fully appears with all & singular the appertenances to the said tracts of land in any wise appertaining & the future increase of said female slave, & all the estate right, title & interest of the said John Sumner in & to the said granted parcels of land & premises; To have & to hold the said granted tracts of land & appertenances, together with the said slaves & all the other personal property hereby conveyed unto the said Wm. McConaughy his heirs executors, administrators & assigns forever — And the said J. Sumner doth hereby covenant with the said Wm. McConaughy his heirs &c that he will warrant & forever defend the above granted premises together with the said slaves & the other personal property to him, his heirs &c against all persons whatever — Upon trust nevertheless that the said Wm. McConaughy shall permit the said J. Sumner to remain quiet possession of said land, slaves & other property until the 1st day of January next at which time, unless the said John Sumner his heirs &c shall have paid the said Strong & Wrick the said sum of four thousand six hundred & fifty dollars specified in said promissory notes, with the interest thereon, & all costs that may have accrued on the same, he the said Wm. McConaughy his heirs or assigns, shall & will, so soon thereafter as he may think best, or the said N. Lee & J. P. West shall request, sell the said tracts of land & premises, together with the slaves to the highest bidder for cash at Montevallo upon 20 days notice in the Montevallo Herald, & out of the moneys arising from such sale, after paying the charges, pay to the said Needham Lee & John P. West their &c each of their executors, administrators or assigns the said sum of four thousand six hundred & fifty dollars with the interest & costs thereon; & if there is not sufficient arising from said sale to pay off said notes for $4650,00 interest & costs, the said McConaughy may proceed to sell the notes here specified & the notes & accounts made in the schedule hereto attached, or may otherwise collect there as he & the said Lee & West shall deem best & apply the proceeds to the payment of the claim of Strong

& Wick, until the same shall be fully paid off, & the balance if any in their hands shall be paid to the said J. Sumner his heirs &c — But if the whole of the said sum of four thousand six hundred & fifty dollars shall be paid to the said N. Lee & J. P. West by the 1st day of January next with the interest & costs without default therein this indenture to be void, or else to remain in full force & effect — In witness whereof the said parties to these presents have hereunto set their hands & seals the day & year first above written.

Sealed & delivered in presents of
George W. Rogan
John S. Barnes
P. S. Allen

John Sumner {seal}
Wm. McConaughy {seal}
N. Lee {seal}
J. P. West {seal}

Filed for record Sep. 4th & recorded Sep 5th 1854 J. M. McClanahan Judge of Probate.