Mitchell, C. To R R Rushing

The State of alabama } Know all men by
Shelby county } these presents that
I Charles M Mitchell of said county am
justly indebted to R. R. Rushing of said county
in the sum of Two hundred & Sixty 66/100 Dollars
by promissory note of this date payable to said Rus
hing or bear ~~note of this date~~ due the 25th day of
December next which said debt I am willing and
at the request of said Rushing to secure to be
paid by a lien of my growing crop In consider
ation of which as well as ~~of the~~ dollar to me in
hand paid by said Rushing the receipt of which
is acknowledged I the said Charles M Mitchell
do now by these presents bargain sell and convey
unto the said Rushing present growing crop
of corn about 25 acres cotton about 15 acres &
potatoes about one acre planted and growing in
the farm of the estate of the late Barnabus
McHenry Dec'd in said county to have and to hold
the same to said Rushing his executors and addmin
istrator forever in trust however that I the said Mitchell
am to remain on said farm and cultivate the said
crop and when matured to gather the same and if
said debt is not paid on ~~are as~~ before the said 25th
of December next, the said Rushing may then as
soon as he may think proper seize in person or
by his agent the said crop that is the corn cotton &
potatoes that may be raised on said farm whether
gathered or in the field and may sell the same, on
said premises after giving ten days notice thereof
for cash and out of the proceeds pay himself
or retain the amount of said note or whatever sum
may be due once unpaid thereon the excess if any
pay over to me but if said note is fully paid on
or before said 25th day of December next then this
conveyance to be null and void. It is now further
understood and agreed that should said Rush
ing hereafter furnish me the said Mitchell
with provisions or provisions during the year that
if the same are not also fully paid for by the said
25th day of December next shall the same power, and

and right to sell upon the same terms
said crop to pay the same - and should said note
or provender or provisions furnished if any are fur
nished not be paid off on or before the 25th day
of December next then said Rushing should anticip
ipate a waste as misapplication of said crop by me
he may then at any time after the maturing
of said crop whether gathered or not seize in
person or by agent the same & if gathered hold
the same untill said 25th december then if said
note & what I may be ~~allowing~~ on account
of provender or provisions not paid sell the
same as before stated & pay himself out of
the proceeds the time object and intent of
this conveyance being to secure the payment
of said debt to said Rushing & any other sum
that may be due as owing him for provender
or ~~provisions~~ provisions by said 25th december In witness
of which I have set my hand and seal
this 14th day of may 1855

Attest
H. A. Sterrett

Charles M. Mitchell (Seal)
his
mark

The State of alabama } Before me S. H. Johnson
Shelby county } a Justice of the peace
in and for said county personally came Charles
M Mitchell known to me to be the same person
who signed the foregoing deed of trust & acknow
obledged that after hearing the said deed of
trust read he signed the same ~~voluntarily~~ del
ivered the same on the day ~~the same bears date~~
~~of~~ the date thereof to said R R Rushing as
witness my hand & seal this 14th day of may 1855

S. H. Johnson
Justice of the Peace

Filed the 14th and recorded the 15th of may 1855
J M McClamachem
Justice of the peace