

Wallace Rasey

to

C. B. Elliott.

The State of Alabama, } This Indenture made this the 12th  
 Shelby County. } day of July, 1856, between Rasey  
 Wallace of the first part and C. B. Elliott of the second part,  
 witnesseth that the said Rasey Wallace of the first part is  
 justly indebted to the said C. B. Elliott of the second part in  
 the sum of as follows, viz: 1 note for thirty dollars due  
 1st day of January next; said note is payable to James  
 Benton and C. B. Elliott, security for the said R. Wallace;  
 1 note payable to J. L. Elliott due 25th day of December  
 last for fourteen & 50/100 dollars; 1 account to C. B.  
 Elliott for two & 75/100 dollars due 25th Dec'r last;  
 all of which said debts said Rasey Wallace is anxious  
 and desirous to secure, and whereas the consideration of  
 said debts is for the support of the said Wallace's fam-  
 ily therefore the said Wallace is anxious and desirous  
 to secure the payment of said debts, therefore for  
 and in consideration of the following property as well as  
 the sum of one dollar paid him in hand paid by the said C. B.  
 Elliott - the receipt whereof is hereby acknowledged - said Wallace  
 has given, granted, bargained and sold, and by these presents  
 does give, grant, bargain and sell to the said C. B. Elliott  
 the following crop of cotton, viz: six acres more or less -  
 said cotton is growing of the premises where the said  
 Wallace now lives, now in my possession; to have and  
 to hold the same forever, - upon trust nevertheless.  
 It is hereby expressly agreed and understood that said  
 Wallace is to cultivate and pick out the said cotton for  
 the said C. B. Elliott and retain it until the said C. B. Elliott  
 or his representatives may think proper to close the same after the  
 1st of December next then said Elliott upon default of the  
 payment of said debts for the sum of forty-seven & 25/100 dol-  
 lars may seize, take and sell said cotton to the highest bidder  
 for cash, first giving ten days' notice of the time and place  
 of said sale in at least three public places in said county  
 and out of the proceeds of said sale pay said debts and costs  
 thereof & the balance if any pay over to the said Wallace  
 but should the same be fully paid then the Deed of Trust  
 to be void and of no force - otherwise to remain in full force  
 and effect.

Rasey <sup>his</sup> Wallace (L.S.)  
 mark

C. B. Elliott (L.S.)

The State of Alabama, } I, Jas. P. Allen, a Justice of the  
 Shelby County. } Peace in and for said county.

do hereby certify that Rasey Wallace and C. D. Elliott whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that being informed of the conveyance, they executed the same voluntarily, on the day it bears date. Given under my hand and seal this 12th day of July, A. D. 1856.

Jas. F. Allen, J. P.

Filed 15th July, 1856. J. M. McClanahan, Judge of Probate.