Wallace James to A. S. Nelson.

State of Alabama, Shelby county. } This Indenture made this 27th day of August, 1856, between James Wallace of the first part, John T. Moore of the second part, and A. S. Nelson of the third part ~~in the sum of Forty Dollars~~ all of the State and county aforesaid, witnesseth that whereas the said James Wallace is indebted to the said A. S. Nelson in the sum of Forty Dollars, the same being a promissory note dated the 27th of August and due the first of November next, I, the said James Wallace, have bargained, sold, aliened and conveyed, and by these presents doth bargain, sell, alien and convey unto the said John T. Moore for and in consideration of the sum of Five Dollars of lawful money by the said John T. Moore to the said James Wallace paid at and before the ensealing and delivery of these presents - the receipt whereof is hereby acknowledged - the following described property to wit: all of my crop of cotton that is now growing on the premises where I now reside, I am to pick out said cotton. I, James Wallace, do for myself, my heirs, assigns warrant and will ever defend unto said John T. Moore a good and lawful right to the property herein described against all and every person whatsoever; in trust nevertheless should the said James Wallace pay or cause to be paid to the said A. S. Nelson the note herein described on or before the first of November next, then this obligation to be void and of no effect. But should the said James Wallace fail to pay the same on or before the first of November next, in that case the said John T. Moore may proceed to sell the property herein described at the house where the said James Wallace now lives, first giving ten days' notice; and if there should remain a balance in the hands of the said John T. Moore arising from said sale after paying the within described note, then the said John T. Moore shall the balance over to said James Wallace after paying the expenses of this trust in to effect. Given under my hand and seal this 28th of August, 1856.

James Wallace.

I, John T. Moore accept the trust confided to me in this Deed of Trust. John T. Moore.

State of Alabama, Shelby county. } Personally appeared before me P. D. Meroney, an acting Justice of the Peace in and for said county, James Wallace the maker of the foregoin Deed of Trust, who is

known to me and acknowledged that after being informed ~~that~~ of the contents of the conveyance, he signed it voluntarily on the day the same bears date and for the purposes therein mentioned. Given under hand seal this 28th day of August, 1856.

P. D. Meroney, an acting Justice of the Peace

Filed & recorded Sept. 9th, 1856.

S. M. McClanahan, Judge of Probate.