Randall G.M.

to

Cunningham & West.

The State of Alabama, Shelby county. } This Indenture made and entered into this 13th day of September, A. D. 1856, between George M. Randall, debtor, party of the first part, and Columbus Cunningham and John P. West, creditors, party of the Second part, all of the county and State aforesaid, witnesseth that whereas the said George M. Randall, party of the first part, is justly indebted to the said C. Cunningham and J. P. West, party of the second part, in the sum of Two Hundred and Fifty Dollars due by one promissory note of hand and payable to Cunning-

ham & West dated the first day of January, 1856, and due twelve months after date, the payment whereof the said George M. Randall, party of the first part is willing, anxious and desirous to secure. Now therefore I, the said George M. Randall, party of the first part in consideration of the premises aforesaid, and in consideration of the further sum of One Dollar to me in hand paid by the said Columbus Cunningham and John P. West, do by these presents give, grant, bargain, sell, alien enfeoff and ~~confirm~~ convey unto the said C. Cunningham and J. P. West, party of the second part, the following described personal property one road wagon, one old buggy, one gray mare about nine years old, ten head of cattle, twenty-five head of goats, and one hundred bushels of corn: to have and to hold to the said C. Cunningham and J. P. West, their heirs and assigns forever - in trust however upon the following conditions to wit, that if the said George M. Randall shall pay off and discharge said indebtedness by the first day of January, 1857, then this conveyance to be of no effect and the title of the said personal property to reinvest in the said George M. Randall as fully as if this conveyance had not been made. But if the said George M. Randall shall fail to pay off and discharge said debt by the said first day of January, 1857, then the said C. Cunningham and John West shall take the said described personal property into their possession, and after giving twenty days' notice of the time and place of selling, by advertisement posted up at three public places in said county, proceed to sell the same at public outcry to the highest bidder for cash, and with the proceeds of said sale, after first paying the expenses of this conveyance, pay off and satisfy said debts and interest thereon, and the residue if any pay over to the said George M. Randall. Witness my hand and seal the day and year above written.

G. M. Randall {Seal}

The state of Alabama, } I, D. W. Prentice, Justice
Shelby county. } of the Peace for said county hereby certify that George M. Randall, whose name is signed to the foregoing conveyance, and who is known to me acknowledged before me on this day that being informed of the contents of the conveyance, he executed the same

voluntarily on the day the same bears date.
Given under my hand and seal this the 18th day of September, 1856.

D. W. Prentice (Seal)
J. P.

Filed & recorded 19th Sept., 1856.
J. M. McClanahan, Judge of Probate.