Nivens John H.

to

Baker, Wm.

The State of Alabama, Shelby county. } This agreement, made and entered into this 5th day of February, 1857, between John C. Nivens of the first part and William Baker of the second part, all of the county and state aforesaid, witnesseth that whereas the said William Baker together with George M. Baker and William Hail has become the securities of said John H. Nivens on a note for Two Hundred and Twenty Dollars, dated 12th January, 1857, and due 12 months after date, to R. W. D. Hubbard, Administrator of the estate of John Hubbard dec'd, given for the purchase money of the S.E. 1/4 of the N.E. 1/4 of Section 16 T. 21 of Range 1 East, and the said John H. Nivens being desirous to secure the said securities from loss: now therefore I, the said party of the

first part do hereby covenant and agree with the said William Baker that in the event the said securities have any part of the said note to pay by reason of my default, it is agreed and I hereby direct the said R. W. D. Hubbard to make the titles to said land to the said Wm. Baker, and authorize the said William Baker upon obtaining the title to said land to sell and dispose of the same at public sale and with the proceeds of said sale to reimburse the said securities of any monies they may have to pay on said note by reason of my default; and further for & in consideration of the premises first above set forth, I hereby grant, bargain, sell & convey unto the said Wm. Baker all the crop I may raise in 1857, to have & to hold upon the following conditions — that if my said securities shall have to paid said note above described by reason of my default, then the said Wm. Baker is authorized to take possession of my said crop &, after advertising the time & place, sell the same for cash, and with the proceeds of said sale reimburse the said securities of any moneys they may have to pay by reason of my default, and the balance, if any, pay over to the said Nivens — But if the said Nivens shall himself pay off said note, then the title of said land shall be made direct to him, and the title to said crop reinvest in him as fully as though no conveyance had been made. Witness my hand & seal, the day & year above written. John H. Nivens.

Test Wm. Hail.

The State of Alabama, Shelby county. } I, J. M. McClanahan, Judge of Probate for said county, hereby certify that John H. Nivens, whose name is signed to the foregoing conveyance, & 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 this 5th day of February, 1857. J. M. McClanahan, Judge of Probate.

Filed & recorded 5th February, 1857. J. M. McClanahan, Judge of Pro.