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Cashet Jas.

to

Nabors. F.
Trustee.

State of Alabama, } This Indenture, made this 5th day of March,
Shelby County. } A. D. 1857, between Edmund King, the creditor, James Cashet, the debtor, and French Nabors, the Trustee, witnesseth: That the said Cashet is justly indebted to the said King the sum of Thirty-Six Dollars due the 25th day of December, A. D. 1857, which debt the said James Cashet, being willing and desirous to secure, hath this day and date above mentioned granted, bargained & sold unto the said French Nabors the following described property, to wit— one cow about nine years old, the ear mark not recollected, color red spotted, and her heifer calf, about one year old, not marked, color about the same as the cow; also one white cow about four years old marked with a swallow-fork in each ear and under bit in the left; together with all the future increase of both cows; also all the crop that I make this year of corn, fodder and cotton, except the part subject and liable for the rent of the land tended: to have and to hold unto the said French Nabors, his heirs and assigns;— and I the said James Cashet promise to take good care of the cattle, and to have the possession and use of the same. Nevertheless, in trust, and it is hereby agreed between the said Cashet and the said Nabors that if the said debt is not paid to the said King on or before the said 25th of December, 1857, together with the interest that may accrue thereon, and the cost that may accrue on this Deed, that so soon thereafter as such default may accrue, and the said King may direct or the said Trustee think proper, sell said property at public auction at Montevallo after having given twenty days public notice at two public places in said county by advertisement; and from the proceeds of the sale to satisfy and pay over to the said King the said several sums of money and interest that may accrue and all necessary expenses,— and any surplus that may remain to pay over to the said Cashet, and it is understood and agreed that the said French Nabors is to permit the said property and crop as aforesaid to remain in the possession of said Cashet until default be made in the payment of said debt. In testimony whereof the said parties have set their hands and affixed their seals, in common form the day and date above written.

Edmund King {L S}
Jas. his X mark Cashet {L S}
French Nabors {L S}

State of Alabama } I, D. W. Prentice, an acting Justice of the
Shelby County. } Peace in and for said county, hereby certify
that Jas. Cashet, Edm'd King and French Nabors, whose
names are signed to the foregoing conveyance, and who is
known to me, acknowledged before me this day that being
informed of the contents of the conveyance, they executed the
same voluntarily, on the day the same bears date. Given
under my hand this 7th of March, A. D. 1859.

D. W. Prentice, J. P.

Filed & recorded March 9, 1859.

S. M. McCallahan, Judge of Probate.