

The State of Alabama } This indenture made & entered
 Shelby County } into this 1st day of January 1858
 Ananias McDougal & Wife Elizabeth debtors of the 1st part
 and R R Rushing creditor of the 2nd part Witness that
 Whereas the said party of the 1st part is justly
 indebted to the party of the 2nd part in the sum
 of Four hundred & sixty nine \$700 due by the
 Twenty fifth of December 1858, Wherefore the said
 A McDougal has this day Executed his note to the
 said party of the 2nd part due payable by the 25th day
 of December 1858 and the said party of the 1st
 part being desirous to secure the payment of said
 indebtedness for and in consideration thereof and
 for the further consideration of the sum of one dollar
 to the said party of the 1st part in hand paid by
 the said party of the 2nd part the receipt of which
 is hereby acknowledged the said party of the 1st part
 has sold and hereby sells and conveys to the said party
 of the 2nd part the following described property to wit
 all in section 17 Township 22 Range 1 West containing
 200 Acs the S. W/4 of T. W/4 & N/4 of S. W/4 & S. E/4 of S. W/4 &
 N. W/4 all in section 17 Township 22 Range 1 West containing
 200 Acres or more or less also two cows & one calf
 being the entire stock of cattle owned in the possession
 of A. McDougal at this time also 20 head of hogs
 consisting 3 cows & 18 pigs & 9 shoats all marked
 with a crop in each being the entire stock of cattle hogs
 owned & in the possession of A. McDougal at the present time

The aforesaid McDougal further agrees to plant 15 Acres more or less in cotton which shall be equally bound to the payment of the above named Four hundred & sixty nine & 1/100 dollars to have & to hold in trust as follows It is hereby agreed that the said party of the 1st part is to have & to retain possession of the said property until the 25 day of December 1858 and if the said party of the 1st part shall fully pay to the said party of the 2nd part said debt with interest thereon and the reasonable expenses hereof by said 25 day of December 1858 Then this indenture is to be null & void. But upon default of such payment the said party of the 2nd part is hereby authorized to take into possession and sell said property to the highest bidder for cash after giving fifteen days notice of the time & place of said sale by advertisement posted up at three public places and out of the proceeds of said sale retain the said sum of 469.87/100 dollars

Given ~~under our hands & seals~~ ~~this day & year above written~~ And interest thereon and the reasonable cost hereof and the balance if any pay to the said party of the 1st part, Given under our hands & seals this day & year above written

Wit

J. M. McDougal
J. P. McDougal
J. S. Jones

Arianias McDougal L.S.
Elizabeth ^{her} McDougal L.S.
mark

The State of Alabama, J. M. McLanahan
Shelby County, Judge of Probate for
said County hereby certify that J. S. Jones a subscribing witness to the foregoing conveyance known to me appeared before this day and being sworn stated Arianias McDougal & Elizabeth McDougal the grantors in the conveyance voluntarily executed the same in his presence and in the presence of the other subscribing witnesses on the day the same bears date that he attested the same in the presence of the grantors and of the other witness and that such other witnesses in his presence subscribed their names as witnesses in his presence Given under my hand & seal this 2 day of January AD 1858

J. M. McLanahan Judge of Probate
Filed & Recorded 2 day of January 1858
J. M. McLanahan Judge of Probate