

Bleatly
to
Allen

The State of ~~Alabama~~ ^{Shelby County} This indenture made and entered in this 1st day of February 1858 between ~~Wm. Bleatly~~ debtor of the 1st part & ~~Wm. M. Allen~~ Trustee & Creditor of the 2nd part witnesses that whereas the said party of the 1st part is justly indebted to the said party of the 2nd part Eight Six 8/100 dollars due by promissory note dated January 1 1858 and due one day after date payable to Allen Rushing & Sawyer & whereas said Allen is security for me on a note to Joseph Roper dated Sept 20 1857 and due four months after date for one hundred & fifty ~~Twenty~~ five dollars and the said party of the first part being desirous to secure the payment of said indebtedness for said in consideration thereof and for the further consideration of the sum of one dollar to the said party of the 1st part, is hand paid by the said party of the 2nd part & the receipt whereof is hereby acknowledged the said party of the 1st part has sold and hereby sells & conveys to the said party of the 2nd part the following described property to wit one road waggon one yoke of oxen & one ^{broken} horse mule now in possession of the said party of the first part and also the following designated tracts of land to wit The South East quarter of the North East Quarter of Section Seventeen Township Twenty Two of Range one east The South East quarter of the ~~south~~ South East Quarter of Section Eight The North East Quarter of the North East quarter of Section Seventeen all of Township Twenty Two of Range one east containing 160 acres more or less situated in said County & in the Tuscaloosa land district 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 first day of December 1858 and if the said party of the 1st part shall fully pay to the said party of the 2nd part & to said Roper said debts with interest thereon and the reasonable expenses hereof by said first day Dec. 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 twenty days notice of the time and place of said sale by advertisement posted up at three public places and out of the proceeds of said sale retain the said sums of money due on said notes 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 3rd day above written
 William Heathly (L.S.)
 W. M. Allen (L.S.)

The State of Alabama } J. H. V. Nabors a justice
 Shelby County } of the peace & for said county
 hereby Certify that William Heathly & Wm. M. Allen whose names are signed to the foregoing conveyance and who are known to me acknowledged before me on 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 3d day of February A.D. 1858, H. V. Nabors Justice of Peace
 Filed & Recorded February 4th 58. J. M. McClanahan Judge of Probate