

The state of Alabama } This indenture made & entered
 Shelby County } into this 11th day of February
 1858. between Paul A Simpson debtor of the 1st part
 & Brasher & Co Brasher & Caldwell Creditors of the 2nd
 Witnesseth. That whereas the said party of the 1st part
 is justly indebted to the parties of the 2nd part in
 the sum of two hundred & five ^{65/100} dollars due by two
 promissory notes for one hundred & thirty five \$0/100
 dollars made Jan. 1st 1857 and payable one day after
 date to S. Brasher & Co the other made Jan 1st 1858
 and payable one day after date to Brasher & Caldwell
 and the said party of the 1st part being desirous
 to secure the payment of said indebtedness for &
 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 thereof 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 As Md: The E 1/2 of SW 1/4 NE 1/4 of S E 1/4
 SW 1/4 of S E 1/4 NE 1/4 of SW 1/4 NE 1/4 of NE 1/4 and SW 1/4
 NE 1/4 Sec 3 T21 Range 1 East also the SW 1/4 & of the
 SE 1/4 Sec 34 T20 Range 1 East also a slave of yellow
 complexion about 20 years old named Marion. 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 1st day of November 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 1st day of November 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 & 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 205.05/100 dollars. Given under our hands & seals this day and year above written

J. A. Simpson (S)

S. Brasher & Co (S)

S. Brasher & Caldwell

The State of Alabama } J. M. McLanahan Judge of Probate
Shelby County } in and for said County hereby
certify that James A. Simpson S. Brasher for Brasher & ~~Brasher~~
& Brasher & Caldwell whose names are signed to the
foregoing conveyance and who are known to me acknowledge
before on this day that being informed of the contents
of the conveyance they executed the same voluntarily on
the day ~~the~~ the day the same bears date,
Given under my hand this 4th day of ~~January~~ ^{February} 1858
J. M. McLanahan Judge of Probate
Filed & Recorded 5th of February 1858. J. M. McLanahan Judge