

The State of Alabama } This indenture made & entered
 Shelby County, } into this 4th day of February 1858
 between James A Simpson debtor of the 1st part and
 David A McClanahan and David A McClanahan the creditors of
 the 2nd part Witnesses: That whereas The said party of
 the 1st part is justly indebted to the party of the 2nd part
 said D. A. McClanahan in the sum of Four hundred
 and Eighty four ^{7/100} Dollars, dated 25 Feb 1853 and
 also to said D. A. McClanahan a note for Thirty
 four dollars dated & due 1 Jan 1858 and also
 as security P. Cooper for about forty dollars and to
 D. A. McClanahan the one hundred & Sixty two ^{3/4} for
 dollars & note of this day & due one day after date
 and the said party of the 1st part being desirous
 to secure the payment of said indebtedness for & in
 consideration ^{thereof & for the further consideration} of the sum of one dollar to the said party
 of the 2nd part the following described property to wit:
 E^{1/2} of the S W ^{1/4} The N W ^{1/4} The N E ^{1/4} of the S E ^{1/4} The
 S W ^{1/4} of S E ^{1/4} The N E ^{1/4} of S W ^{1/4} The N W ^{1/4} of N E ^{1/4} Section
 3 & 21 Range 1 East and the S W ^{1/4} of S E ^{1/4} of Section 34 Township 22

R 1 East being the land on which said James A Simpson now resides and being about ~~one~~ three hundred & twenty acres more or less to have & to hold in trust as follows. It is hereby agreed that the said party of the 1st part is to have and to retain possession of the said property until the 25th 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 25th 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 thirty 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 above described and interest thereon and the reasonable ~~expenses~~ costs hereof and the balance if any pay to the party of the 1st part

Given under our hands and seals this day & year above written

D. A. McClanahan
for himself & for the ~~old~~
firm of D. A. McClanahan & Co
J. A. Simpson (Seal)

The State of Alabama }
Shelby County }
The Peace for said County
hereby certify D. A. Simpson & D. A. McClanahan for
himself & for his Co. 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 4 day February 1858.

W. C. Strabbs Justice Peace
Filed & Recorded this 5 of Feb 1858 D. A. McClanahan Judge of P