

Mitchell
vs
McClanahan

The State of Alabama } This indenture made and
Shelby County } entered into this 8th day of
February 1858 between Rodacia J. Mitchell debtor of
The 1st part and David A. McClanahan & Co. Creditor of
The 2nd part witnesseth: That Whereas The said
party of the first is justly indebted to the party of
the second part in the sum of Fifty Seven $\$57.00$
dollars due by two promissory notes The first note
due one day after date & dated the 8th day of
December 1856 The other of said notes due one day
after date & dated 31st day of January 1858 for four
 $\$65.00$ dollars the first note for fifty three $\$53.00$ dollars
and payable to D. A. McClanahan & Co. and the said party of
the 1st part being desirous to secure the payment of said
indebtedness for and in consideration of the sum of
one dollar to the said party of the 1st part ~~being~~
~~therein to have the payment of said indebtedness~~
~~for and in consideration in hand paid by the said~~
party of the second part the receipt whereof is hereby
acknowledged ~~and~~ the said party of the 1st part has sold
and hereby sells & conveys to the said party of
the second part the following described property
to wit: one yoke of oxen between three & four
years of age & a mule colt which said property
is now in the possession of the said R. J. Mitchell
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 December 1858 and if the said party of the
first part shall fully pay to the said party of the
second part said debt with interest thereon and
the reasonable expenses hereof by said 1st day of
December 1858 then this indenture 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 ten days notice of the time & place
of said sale by advertisement up at these public
places and out of the proceeds of said sale retaining the
said sum of Fifty Eight $\$58.00$ and interest thereon
and the reasonable cost hereof and the balance if
any pay to the said party of the first part
Given under our hands & seals this day & year
above written

Attest

R. W. Pearson

R. J. Mitchell (debt)
D. A. McClanahan & Co. (cred)

The State of Alabama } I H. N. Strabbs an acting Justice of
 Shelby County } The peace in and for said County
 hereby Certify that B. J. Mitchell & O. A. McClanahan whose names
 are signed to the foregoing & who are known to me acknowledge
 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 8 day
 of Feb 1858
 Filed & Recorded this 10th of Feb 1858
 H. N. Strabbs Justice of Peace
 J. M. McClanahan Judge of Probate