

The State of Alabama } This indenture made and
 Shelby County } entered this 15th day of Jan'y
 1858 between Alfred Lister debtor of the first part and
 D. N. McClanahan & S. A. McClanahan Creditors of the
 2nd part witnesseth, That whereas the said party of the 1st part
 is justly indebted to the party of the second part in
 the sum of twenty two ^{04/100} dollars due by two promissory
 notes the first note payable to D. N. McClanahan for ten
 14/100 dollars dated 28 decr 1857 and due one day after
 date the other note payable to D. N. McClanahan on the
 first of March next dated 11th Nov 1857 also a
 store account for ^{twenty} ~~that~~ five Dollars more or less
 to be due 1st of March 1858 and payable on or before
 the first of March 1858 and the said party of the first
 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 first part in hand paid by the
 said party of the second part the receipt whereof is
 hereby acknowledged the said party of the first has
 sold and hereby sells and conveys to the said party
 of the second part the following described property to
 wit: one Bay horse about nine years of age which
 said horse is now in the possession of the said party
 of the first part & known as the McClanahan
 horse to have & to hold in trust as follows. It is
 hereby agreed that the said party of the first part is
 to have & retain possession of the said property until
 the first of March 1858, and if the said party of the 1st
 part shall fully pay to the said party of the second part
 with interest thereon and the reasonable expenses
 hereof by said 1st day of March 1858 then this
 indenture is to 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 posted up at

Three public places and out of The proceeds
 of said sale retain The said sum of 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 Lewis Butler
 R W Pearson

A M. Lester
 D M. McClanahan
 S A McClanahan Seal

The State of Alabama } I M. McClanahan
 Shelby County } Judge of Probate for said
 County hereby certifies that R W Pearson a subscribing
 witness to the foregoing Conveyance known to me
 appeared before me this day and being sworn stated
 that A M. Lester Jr D M. McClanahan and S A. M.
 McClanahan the grantors in the Conveyance voluntarily
 executed the same in his presence and in the
 presence of the other subscribing on the day The
 same bears date that he attested the same
 in the presence of the grantors and of the other and
 that such other witness subscribed his name
 as a witness in his presence Given under my
 hand this 10th day of Feb AD 1858 I M. McClanahan
 Filed & Recorded 10th day of Feb 1858 I M. McClanahan ^{Judge} Judge of Probate