

Echols  
To  
McClanahan

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The State of Alabama & This indenture made and  
Shelby County & entered into this 10<sup>th</sup> day of  
February 1858 between Esburn, S. Echols debtor of the  
1<sup>st</sup> part and Dr. McClanahan & Security Creditors of the  
2<sup>nd</sup> part witnesses that whereas the said party of  
the first part is justly indebted to the said party of  
the 2<sup>nd</sup> part in the sum of six hundred & one 3/100 Dollars due by  
two promissory notes the first of said notes due & payable  
to Joseph Roper on the 9<sup>th</sup> day of Feb 1857 for three  
hundred & twenty seven 1/100 Dollars the  
other of said notes payable on the 9<sup>th</sup> day of February 1859 to Joseph Roper for two  
hundred & twenty nine 6/100 Dollars and the said party of  
the first being desirous to secure the payment of said indebtedness  
for & in consideration thereof and for the further consideration  
thereof of the sum of one Dollar <sup>to the said party of the 2<sup>nd</sup> part</sup> to him in hand paid by  
the said party of the 2<sup>nd</sup> part the receipt whereof is hereby acknowledged  
the said party of the 1<sup>st</sup> part has sold and hereby sells & conveys to the  
said party of the 2<sup>nd</sup> part the following described property &c &c  
of Sec 27 Township 1 Range one West the N 1/2 of  
the &c Sec 27 Township <sup>Twenty</sup> one West 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 said  
property until the 9<sup>th</sup> day of February 1859 and if the said party of  
the first shall fully pay to the said party of the 2<sup>nd</sup> part said debt  
with interest thereon and the reasonable expenses hereof by said  
9<sup>th</sup> day of February 1859 then this indenture to be null & void  
But upon default of such payment the said party of the 2<sup>nd</sup> part  
is hereby authorized to take into possession & sell said property  
to the highest bidder for cash after giving thirty days notice of  
the time & place of said sale by advertisement posted up at three  
public places & out of the proceeds of said sale retain the said sum  
of money due & interest thereon & the reasonable expenses 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  
A. S. Echols (L)  
J. M. McClanahan (L)

The State of Alabama & J. M. McClanahan Judge of Probate for  
Shelby County & said County hereby Certify that A. S. Echols &  
J. M. McClanahan 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 this same bears  
Given under my hand this 10 day of February 1858  
J. M. McClanahan  
Judge of Probate

Filed & Recorded 11<sup>th</sup> day of Feb 1858 J. M. McClanahan  
Judge of Probate