

Armstrong
To
Rushing

The State of Alabama; This Indenture made and entered
Shelley County into This 2^d day of February 1858
between William Armstrong & Louisa Armstrong his wife
debtor of the 1st part & Robert B. Rushing Creditor of
the 2^d part witnesseth That whereas the said party of the
1st part is justly indebted to the party of the 2^d part in
the sum of two hundred & sixty two dollars due by
promissory note of this date made by the said William
Armstrong & payable on or before the first day of January
1859 and the said party of the 1st part being desirous to
secure the payment of said indebtedness for and in
consideration thereof & 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 2^d part the re-
ceipt whereof is hereby acknowledged the said
party of the 1st part has sold and hereby sells &
conveys to the said party of the 2^d part the following
described property to wit Lands. The east half of
the North East quarter of section No. twenty four
of Township twenty of Range No. two east & west containing
seventy nine & 1/2 acres also the North West quarter
of the South West quarter of section No. twenty of
Township No. twenty of Range No. One West containing
thirty nine & 1/2 acres situated in Shelley County and
Tuscaloosa Land District To have and to hold in
trust as follows. It is hereby agreed that the said
party of the 1st part is to have and retain possession
of the said property until the 1st day of January 1859
and if the said party of the 1st part shall fully pay
to the said party of the 2^d part said debt with the
interest thereon & the reasonable expenses hereof
by said first day of January 1859 then this indenture
to be null & void But upon default of such payment
the said party of the 2^d part is hereby authorized to
take into possession and sell said property to the high-
est 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
two hundred and sixty two dollars & interest
thereon & the reasonable costs hereof & the balance if
any pay to the said party of the 1st part.

Given under our hands & seals This day & year above written

William Armstrong
Louisa ^{his} ~~Mar~~ Armstrong

(S)
(S)

The State of Alabama
Shelley County J. A. & Sterratt a Justice

of the Peace in & for said County hereby certify that William
 Armstrong & Louisa Armstrong his wife whose names
 are signed to the foregoing conveyance & 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 22^d day of February AD 1858.

A. H. Stenett Justice of the Peace Shelby County Ala.
 Filed & Recorded 22 February AD 1858.

J. M. McClanahan Judge of Probate