

McGhee
vs
King

This Indenture made and entered into this the eight day of April eighteen hundred and fifty eight between Thomas J. McGhee of the County of Shelby and the State of Alabama of the first part and Edmund King of the same County and State aforesaid of the second part and French & Rabors of the third part Witnesses. That the said party of the first part is justly indebted to the said party of the second part in the sum of three hundred dollars due by promissory note bearing even date with these presents and due February first eighteen hundred and fifty nine and the said party of the first part being anxious and desirous to save trouble and secure the said party of the second part in the payment of the said sum of three hundred dollars when the same shall fall due as well as for the further consideration of one dollar to him in hand paid by the said party of the second part doth grant bargain and sell and convey unto the said party of the third part a certain tract of land to wit South half of the North East quarter Section thirty six Township twenty Range three West also East half of the South East quarter Section thirty six Township twenty Range three West. Also a negro girl named Fannie about five years old and a negro woman named Nancy about nineteen years old and her child named Julia Ann about eight

months old to have and to hold unto the said party of the third part his heirs and assigns forever in trust nevertheless if the said party of the first part shall well and truly pay or cause to be paid the said sum of three hundred dollars when the same shall fall due - then this indenture is to be null and void. But if the said party of the first part shall fail to pay said sum of three hundred dollars or any part thereof when the same shall fall due the said party of the third part is hereby empowered and first giving fifteen days notice by sticking up written notice in one or more public places in Shelby County to seize and take possession of said negroes and land herein before mentioned and sell the same at public outcry in the town of Montevallo to the highest bidder for cash and appropriate the proceeds of said sale to the satisfaction of the deed of trust and the remainder if any left to be paid to the said party of the first part. In witness whereof the said parties have hereunto set their hands and seals

Thomas J. McShee L.S.

Edmond King L.S.

French & Sabor L.S.

The State of Alabama, J. D. W. Prentice
Shelby County I am acting justice
of the peace in and for the County and
State aforesaid hereby certify that Thomas
J. McShee Edmond King and French & Sabor
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 con-
veyance they executed the same voluntarily
on the day the same bears date. Given un-
der my hand this the eighth day of April 1858

J. D. W. Prentice J. P.

Filed for record 9 April 1858

J. W. McClanahan
Judge of Probate