

The State of Alabama, This Indenture made and entered into this 7th day of December 1857 between Andrew J. Baseley debtor of the first part and William Baker security of the second part Witnesseth. That whereas the said party of the first part is justly indebted to John S. Brownwell in the sum of one hundred and eighteen dollars due by promissory note on which said note the said William Baker is the security of the party of the first part and which said note is payable on or before the 7th day of December 1858; and the said party of the first part being desirous to secure the payment of said indebtedness and to save the said Baker harmless as his security aforesaid 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 part has sold and hereby sells and conveys to the said party of the second part the following described property to wit: two sorrel mules and a two horse waggon and five head of cattle (one a cow and her yearling two heifers and a young steer) and a sow and seven shoats about a year old to have and to hold in trust as follows: It is hereby agreed that the said party of the first part is to have and retain possession of the said property until the 7th day of December 1858 and if the said party of the first part shall fully pay to the said Brownwell said debt with interest thereon and the reasonable expenses hereof by said 7th day of December 1858 then this Indenture to be null and void. But upon default of such payment the said party of the second part is hereby authorized to take into possession and sell said property to the highest bidder for cash after giving thirty days notice of the time and place of said sale by advertisement posted up at three public places and out of the proceeds of said sale pay the sum of one hundred and eighteen dollars and interest thereon and the reasonable costs hereof, and the balance if any pay to the said party of the first part. Given under my hand and seal this day and year above written.

Attest
 A. J. Baseley (L.S.)
 Willie H. Pope
 W. B. Pledger

The State of Alabama, Wilie H. Pope clerk of the
 Shelby County } Circuit Court for said County
 hereby certify that Andrew J. Basely whose name
 is signed to the foregoing conveyance and who is
 known to me acknowledged before me on this day
 that being informed of the contents of the conveyance
 he executed the same voluntarily on the day the
 same bears date. Given under my hand this 7th
 day of December A. D. 1857 Attest

Wilie H. Pope clerk

Filed for record 10th of April 1858

J. H. McCannahan
 Judge of Probate