

Holecomb
do
McLanahan
& Campbell

The State of Alabama; This Indenture made
Shelby County: } and entered into this

twenty fourth day of April 1858 between Thomas
 Holcomb debtor of the first part and John B Camp-
 bell and D. V. McManahan Sec Creditors of the
 second part: Witnesseth that whereas the said party
 of the first part is justly indebted to the party of
 the second part in the sum of three hundred and
 twenty six 09/100 dollars due by two promissory notes
 one of said notes payable on the twenty fifth day
 of December next for two hundred and twenty five
 dollars to J. B. Campbell the other of said notes pay-
 able one day after date to D. V. McManahan
 Sec for one hundred and one 08/100 dollars bearing
 even date with this day and payable on or before
 the twenty fifth day of December 1858. and the
 said party of the first part being desirous to se-
 cure 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 parties of the
 second part the receipt whereof is hereby acknow-
 ledged 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: one sorrel
 horse mule about seven years old one horse
 colt about nine months old one small
 bay blind horse about five or six years old
 also my present crop of corn fodder wheat oats
 and cotton that I may raise or cause to be
 raised on the land I have rented this year from
 the above named J. B. Campbell except so
 much thereof as may be necessary for the support
 of my family and stock until the 31 day of
 December next, to have and to hold in trust
 as follows: It is hereby agreed that the said
 party of the first part shall retain possession
 of said property until the twenty day of De-
 cember 1858 and if the said party of the first
 part shall fully pay to the said party of the sec-
 ond part said debt with interest thereon and the
 reasonable expenses hereof by said twenty fifth
 day of December 1858 then this indenture is
 to be null and void. But upon default of
 such payment the said parties of the second
 part is hereby authorized to take into posses-
 sion and sell said property to the highest bid-
 der for cash after giving ten days notice
 of the time and place of said sale by adver-

tisement posted up at three public places and out of the proceeds of said sale retain the said sum of three hundred and twenty six and 08/100 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 our hands and seals this day and year above written.

The above interlining was done before signing
 attest Thomas ^{his} Holcomb Seal
 B. W. Pearson J. C. Campbell Seal
 S. L. Hail D. N. McLaughan Seal

The State of Alabama, S. J. C. McLaughan
 Shelby County J. Judge of Probate for
 said County hereby certify that Thomas
 Holcomb J. C. Campbell and D. N. McLaughan 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 the same bears date. Given under my hand this twenty fourth day of April A. D. 1858

J. C. McLaughan
 Judge of Probate

Filed for record 24 April 1858

J. C. McLaughan
 Judge of Probate