

Elliott
Co
Rushing

The State of Alabama, This Indenture made
Shelby County } and entered into this 24th
day of April 1858 between Thomas A. Elliott debt-
or of the first part and Robert B. Rushing Cred-
itor 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 one
hundred and eighty and 9/100 dollars due by two
promissory notes one dated fifth March 1858
for one hundred and fifteen dollars the other
dated twenty fourth April 1858 for fifty three
9/100 dollars and payable on or before the
first day of March next 1859 and the

said party of the first part being desirous to secure 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 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: one small sorrell mare about five years old now in possession of the said party of the first part and the present Cotton Crop of the said party of the first part that is all the cotton that he the said party of the first part may grow raise or gather this present year off the land now by him planted in cotton being about thirteen acres be it more or less.

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 first day of March 1869 and if the said party of the first part shall fully pay to the said party of the second part said debt and the reasonable expenses hereof by said first day of March 1869 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 two 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 retain the said sum of one hundred and sixty eight and 9/100 dollars 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

Thomas A. Elliott { B S
R. B. Rushing { B S

The State of Alabama, I A A Sterrett as
Shelby County Justice of the Peace
in and for said County hereby Certify that Thom
as A. Elliott and Robert B. Rushing 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 A. A Sterrett J. Peace
Filed for record 34 April 1858 J. M. McClanahan Judge of Probate