

Suppose One State of Alabama, This Indenture made
 Shelby County } and entered into this
 For Seventeenth day of April eighteen hundred
 and fifty eight between Benjamin C. Du-
 Bose and Francis A. Dubose of the first
 Butler Syman and Co of the third part all of
 the state and County aforesaid Witnesses.
 That whereas the said Benj. C. Dubose and
 Francis A. Dubose are indebted to the said
 Butler Syman & Co the sum of one hun-
 dred and forty one 53/100 dollars the same
 being a just promisory note dated April 17th
 eighteen hundred and fifty eight due on
 the first day of November next We the
 said Benjamin C. Dubose and Francis A.
 Dubose have bargained sold aliened and
 conveyed and by these presents do bargain
 sell alien and convey unto the said
 Charles S. Rawley for and in consideration

of the sum of five dollars by the said Charles S. Rawley to the said Benjamin C. Dubose and Francis A. Dubose in hand paid at and before the sealing and delivery of these presents the receipt whereof is hereby acknowledged the following described property to wit one Iron grey Mare Mule also so much of our crop of Cotton now planted and growing as will make twelve thousand pounds in the seed, said crop of Cotton to be gathered and picked by the said Benjamin C. Dubose and Francis A. Dubose do for ourselves our heirs and assigns warrant and will ever defend unto the said Charles S. Rawley a good and lawful right to the property and crop herein described against all and every person whatsoever in trust Nevertheless should the said Benjamin C. Dubose and Francis A. Dubose pay or cause to be paid to the said Butler Lyman sec the note herein described on or before the first day of November next then this obligation to be void and of no effect but should the said Benjamin C. Dubose and Francis A. Dubose fail to pay the sum on or before the first day of November next in that case the said Charles S. Rawley may proceed to sell the property and crop herein described at the town of Montevallo first giving fifteen days notice and then the said Charles S. Rawley shall apply the proceeds to the payment of the note herein described and if there should remain a balance in the hands of the said Charles S. Rawley arising from the sale of the within described property after paying the within described note then the said Charles S. Rawley shall pay the balance over to the said Benjamin C. Dubose and Francis A. Dubose after paying the expenses of carrying this trust into effect. Given under our hands and seals this seventeenth day of April A. D. 1858 Benjamin C. Dubose (Seal) Francis A. Dubose (Seal) and C. W. North

The State of Alabama Before me J. P. Morgan an acting justice of the Peace in and for Shelby County

Said County personally appeared Benjamin
 C. Dubose and Frances A. Dubose who ac-
 knowledged that they signed sealed and de-
 livered the foregoing deed for the purposes
 therein specified and on the day and date
 therein mentioned. Given under my
 hand and seal this seventeenth day of April
 A. D. 1858
 Geo. P. Morgan Deal
 Filed for record 27 April 1858 J. P.
 J. H. McCaskey
 Judge of Probate