

Jamison
 Go
 Rushing

The State of Alabama This Indenture made and
 Shelby County entered into this 29 day of
 April 1858 between Thomas G. Jamison debtor of
 the first part and B. B. Rushing Creditor 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
 twenty five dollars due by promissory note and paya-
 ble on or before the twenty fifth day of December
 1858; 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 consider-
 ation 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 de-
 scribed property to wit: His entire crop of Cotton and
 Corn consisting of fifteen acres of Cotton and
 thirty five or forty acres of Corn more or
 less being the present growing Crop planted
 and growing on the farm of Horace Ware on
 Camp Branch. Now said Rushing further agrees
 to furnish said Jamison with provisions and ne-
 cessaries sufficient to make and gather said Crop
 for which the said Crop is also bound for all
 such supplies furnished by said Rushing to
 have and to hold in trust as follows. It is
 hereby agreed that the said parties of the
 first part is to have and retain possession
 of the said property until the twenty fifth day
 of December 1858 and if the said party of
 the first part shall fully pay to the said party
 of the second part said debt with interest thereon
 and the reasonable expenses hereof by said
 twenty fifth day of December 1858 then this In-
 denture 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 af-
 ter giving ten 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 sum of one hundred
 and twenty five dollars or more if furnished
 and interest thereon and the reasonable costs
 hereof and the balance if any pay to the said par-

ty of the first part. Given under our hands
and seals this day and year above written

Thomas H. Jamason, D.S.

B. B. Rusting, D.S.

The State of Alabama }
County } I, H. V. Nabors a jus-
for said County hereby certify that
lice of the peace in and
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 con-
tents of the conveyance they executed the
same voluntarily on the day the same
bears date. Given under my hand this
29th day of April A.D. 1858 H. V. Nabors J.P.
Filed for record 29 April 1858

J. H. McClanahan

Judge of Probate