

Vandiver The State of Alabama, this Indenture made
 Shelby County and entered into this first
 day of May 1858 between Thomas Vandiver Debtor
 to of the first part and Allen and Rushing Creditors
 Rushing 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 two hundred and 12/100 dollars due by promissory note made by said Bandiver to said Allen and Rushing dated twenty third of April 1858 and payable on or before the first day of November next 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 consideration 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 the entire Cotton crop of the said Thomas Bandiver now planted which he may grow raise and gather the present year off of about sixteen acres of land where the said Bandiver now resides. 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 said property until the first day of November 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 first day of November 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 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 said sum of two hundred and twelve hundredth dollars and the reasonable costs hereof and the balance if any pay to the said party of the first part. and it is also expressly understood and agreed that an account now owing by said Bandiver to said Rushing & Allen for goods bought since the first day of January 1858 as well as such as he may purchase the present year to said 1st Nov 1858

not to exceed twenty five dollars is hereby secured to Allen and Rushing by said lien and conveyance, to be held on said cotton crop in the same manner and to same extent as to secure the payment of said note and Bandiver obligates himself to cultivate raise and gather said crop of cotton in good condition and order and As witness my hand and seal.

Thos Bandeslise Seal

Allen & Rushing Seal

The State of Alabama, J. A. A. Sterrett a Justice of the Peace in and for said County hereby certify that Thomas Bandiver and B. B. Rushing of the firm of Allen and 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 1 day of May A. D. 1858 J. A. A. Sterrett

Justice of Peace

Filed for record 1 May 1858

J. H. McCarahan
Judge of Probate