

The State of Alabama, This Indenture
 Shelby County } made and entered
 into this first day of May 1858 between
 Charles H. La Brynple debtor of the
 first part and David V. McCaughan
 and Company and John H. McCaughan
 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 the said D. V. McCaughan and Co
 in the two judgements this day entered
 by A. A. Stewart a justice of the Peace one
 for thirty seven seventy two hundredth dollars
 including costs and one for fifty 60/100
 dollars including cost and to J. H. McCaughan
 two notes both dated this day one
 for ten 50/100 dollars due one day after
 date and one for sixty eight dollars
 dated this day and payable one day after
 date 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 parcel more the same now owned and held by said Dalrymple also the following described land to wit the North West fourth of South East fourth of Section eighteen Town-ship twenty two Range one West also my interest now and hereafter to be acquired in the grocery of Dalrymple and Blair on said mare and land there is a subsisting and valid lien in favor of Joseph Roker 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 and conduct said grocery until the first day of January 1889 and if the said party of the first part shall fully pay to said party of the second part said debt with interest thereon and the reasonable expenses hereof by said first day of January 1889 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 thirty 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 money above named 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

Charles H. Dalrymple
 D. N. McClanahan Secy
 J. H. McClanahan Esq

The State of Alabama, J. V. B. Mardis an
 Shelby County } acting Justice of the
 Peace in and for said County hereby cer-
 tify that C. H. Dabrymple D. V. McCan-
 shan and J. H. McCanahan whose names
 are signed to the foregoing conveyance and
 who are known to me acknowledged be-
 fore 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 un-
 der my hand this third day of May A.D.
 1858 W. B. Mardis

Filed for record 3 May 1858 Justice of the Peace
 J. H. McCanahan Judge of Probate