

The State of Alabama 3 This indenture made this Twenty
 B. Dubose Shelby County 3 second day of May Eighteen hundred
 & Standifer = and fifty eight between Benjamin C. Dubose and
 to Israel Standifer of the first part & S. Rowley of the
 Butler = second part and Butler Lyman & Co of the third part
 Lyman & Co all of the County and State aforesaid Witnesseth
 that whereas the said Benjamin C. Dubose and
 Israel Standifer are indebted to the said Butler
 Lyman and Co the sum of fifty and 85/100 dollars
 the same being a promissory note dated May 22nd
 1838 and due on the first day of November next
 with interest from first day of January 1838. Now
 the said Benj. C. Dubose and Israel Standifer
 have bargained sold aliened and conveyed and
 by these presents do bargain sell alien and convey
 unto the said C. S. Rowley for and in consideration
 of five dollars by the said C. S. Rowley to said Benj.
 C. Dubose and Israel Standifer in hand paid at
 and before the making and delivery of these presents
 the receipt whereof is hereby acknowledged. The follow-
 ing property to wit so much of Israel Standifer's crop of
 Cotton now planted and growing as will make three
 thousand pounds in the said said crop of Cotton to
 be gathered and ginned by the said Benj. C. Dubose
 and Israel Standifer also 1 yoke of steers five years
 old belonging to Israel Standifer. Now Benj. C. Dubose
 and Israel Standifer do for ourselves and heirs
 and assigns warrant and will ever defend unto
 the said C. S. Rowley a good and lawful right to the
 property herein mentioned against all and every
 person whatsoever in trust. Now the less should the
 said Benj. C. Dubose and Israel Standifer pay or
 cause to be paid to the said Butler Lyman & Co
 the note herein described as or before the first day
 of November next then this obligation to be void and
 of no effect but should the said Benj. C. Dubose
 and Israel Standifer fail to pay the same as or
 before the first day of November in that case
 the said C. S. Rowley may proceed to sell the prop-
 erty herein mentioned in the Town of Monticello
 first giving fifteen days notice and then the
 said C. S. Rowley 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 L S Roddy arising from the sale of the within described property after paying the within described note then the said L S Roddy shall pay the balance over to the said Benjamin Dubose and Isaac Standefer after paying the expenses of carrying this trust into effect Given under our hand and Seal this twenty second day of May 1838

Benjamin Dubose (Seal)
Isaac Standefer (Seal)
mark

The State of Alabama

Shelby County. I J. B. P. Justice an acting Justice of the Peace in and for said County and State do hereby Certify that Benjamin Dubose and Isaac Standefer whose names are signed to the foregoing Conveyance and who are known to me as known before me on this day that being informed of the contents of the Conveyance that they executed the same voluntarily on the day the same was dated Given under my hand this 22nd day of May A.D. 1838 J. B. P. Justice J. B. P.
Filed for record and recorded the 4th day of June 1838 J. M. McClanahan Probate Judge