

This Indenture made and entered into this 8th day of June A.D. 1838 between Mitton Loyd of the first and David W. Caldwell of the second part all of Shelby County Ala. Monroeth that whereas the said David W. Caldwell has become the Security for the said Mitton Loyd on a note bearing date herewith & payable on the first day of January next for the sum of Forty Six 60/100 dollars to Joseph Roper and the said Mitton Loyd being anxious to protect the said David W. Caldwell from loss by reason of becoming his said Security has for in consideration of the promise aforesaid & for in consideration of the sum of one dollar to him in hand paid this day bargained & sold and by these presents do bargain sell and convey unto the said D. W. Caldwell one boy Mar about 8 years old to have & to hold to the said Caldwell in trust upon the following Conditions viz. That if said Loyd shall pay off and satisfy said note by said 1st day of January next so as to protect said Caldwell from liability as to his reason of his said Security then this conveyance shall be void & the title to said property to revert in said Loyd as fully as though this conveyance had not been made but should said Loyd fail to satisfy said note by the first day of January next then the said Caldwell shall have power & is hereby authorized to take possession of said Mar and after giving two days notice of the time & place of selling lay advertisement posted up at the Court house doors of said County sell said Mar at public Auction for Cash and with the proceeds of said sale after paying the expenses of this conveyance pay off and satisfy said note & the interest thereon to Joseph Roper In Testimony whereof I have hereunto set my hand & Seal this day and year above written

Second Sealed & delivered in the presence of Mitton Loyd (Seal)
James T. Luper

The State of Alabama & I J. M. McManahan
Shelby County & Judge of the Probate Court
for said County hereby Certify that James T.
Luper a Subscribing witness to the foregoing Con-
veyance and known to me appeared before

me this day and being sworn state that Matthew
 Lloyd the Grantor did the Conveyance voluntarily
 executed the same in his presence and in the
 presence of the other subscribing Witness on
 the day the same lease dated that he attested
 the same in the presence of the Grantor and
 the other subscribing Witness and that such
 other Witness subscribed his name as a witness
 in his presence Given under my hand
 the 11th day of June 1838 J. M. McFarlane

Judge of Probate

Filed for record the 11th day of June 1838 and
 Recorded the same day J. M. McFarlane
 Judge of Probate