

Booth
to
Neely

This indenture made and entered into the 1st day of June A.D. 1838 between W.D. Booth of the County of Shelby and State of Alabama of the first part and J. A. Neely of the same place of the second part Witnesseth that whereas the said party of the first part in arduous and dangerous to defend and save himself the said party of the second part who is security for the said party of the first part on a certain note in writing for two hundred and fifty five dollars due first of January 1839 and payable to said party as Guardian of the minor said Miller and Francis de. now in consideration of the premises as well as for the further consideration of one dollar to me in hand paid by the said party of the second part at and before the making and seal and delivery of these presents have granted and sold and by these presents do give grant bargain sell and convey unto the said party of the second part his heirs and assigns the following property to wit

my present Crop of Growing Cotton about fifty six
acres also my present Crop of Grown Corn to have
and to hold unto the said party of the second
part his heirs and assigns forever
Now if the said party of the first part shall
pay of and discharge said promissory note
made as aforesaid on or by the first day of
January A.D. 1839 then this obligation is to be of
no force and effect but should the said
party of the first part make default in the
payment of said note on the day the same
falls due then and in that event the said
party of the second part is hereby authorized
and empowered to seize instantly said
property and sell the same at public
auction to the highest bidder for cash in
the Town of Montevallo Alabama after giving
ten days notice of the time and place of
said Sale by written advertisement posted up in
said town of Montevallo and appropriate the proceeds
of said Sale to the payment of said note and the
Costs and Charges of this Conveyance In testimony
whereof the said party of the first part has caused
Let this be read and sealed the day and year above
written

M. J. Booth Seal

The State of Alabama, I J. W. Printice an acting Justice
Shelby County 3 of the peace in and for said County
and State hereby Certify that when J. Booth whose name
is signed to the foregoing Conveyance and whose
knowledge to me acknowledged before me on this day that
being informed of the contents of the Conveyance he executed
said the same voluntarily on the day the same bears date
Given under my hand this 27 day of June A.D. 1838.

J. W. Printice

Justice of the Peace

Filed for record 28 June 1838 & Recorded on the 29
of June 1838 J. M. McManahan Judge of Probate