

The State of Alabama This Indenture made and entered
 Shelly County 3 into this 26th day of August 1838
 Between James Wiley Farrow debtor of the 1st part and
 R M Hubbard Creditor of the 2nd part Witnesseth That whereas
 the said party of the 1st part is lawfully indebted to the
 party of the 2nd part in the sum of one hundred
 and nine 6/100 dollars promissory note bearing even
 date of this indenture and payable on or before
 the 25th day of December 1838 and the said party
 of the 1st part being desirous to secure the paymen-
 ment 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 1st part in
 hand paid by the said party of the 2nd part the
 receipt whereof is hereby acknowledged the said
 party of the 1st part has sold and hereby sells and
 conveys to the said party of the 2nd part the
 following described property to wit This 1/4 of the NW 1/4
 of Section 28 Township 30 Range 1 East of the East 1/4 of
 the North East 1/4 of Section 28 Township 30 Range
 1 East & 1/4 of the NW 1/4 of Section 28 Township 30 Range
 1 East all lying and being in the County of Shelly to
 have and to hold in Trust as follows It is hereby agreed
 that the said party of the 1st part is to have and
 retain possession of the said property until the 25th day
 of December 1838 and if the said party of the 1st part
 shall fully pay to the said party of the 2nd part said
 debt with interest thereon and the reasonable expenses
 hereof by said 25th day of December 1838 then
 this Indenture is to be null and void But upon
 default of such payment the said party of the
 2nd part is hereby authorized to take into possession
 and sell said property to the highest bidder for
 cash after giving twenty days notice of the time and
 place of said sale by advertisement posted up at
 three public places and act of the governing of said
 sale retain the said sum of one hundred &
 nine 6/100 dollars and interest thereon and the
 reasonable cost hereof and the balance of any
 pay to the said party of the 1st part
 Given under our hands & seals this day and
 year above written
 Test N B Harris
 James Wiley Farrow (JW)
 Mark

The State of Alabama J O B Mearns an acting Justice
 Shelly County 3 of the Peace for said County hereby
 Certify that James Wiley Farrow whose name and

Signed to the foregoing Commission and who is known
to me a & acknowledged before me on the day that
being informed of the contents of the Commission he
executed the same voluntarily on the day the same
was date Given under my hand the 26 day of August 1838
Justice of the Peace.

Filed for record the 26 day of August 1838

J. M. McFarlane Judge