

The State of Alabama This indenture made and entered
 Brusher Lawrence Shelby County 3rd in to the 5th day of April 1858
 To: between Lawrence Brusher debtor of the first part
 Brusher and wife and Brusher Caldwell Creditors of the 2nd part
 Caldwell Manassah That whereas the said party of the 1st part
 is justly indebted to the party of the 2nd part in the
 sum of Fifty Nine 63/100 due by a promissory
 note made by him 1st January 1858 and

payable the same day and the said party of the
 1st 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 2nd part the receipt whereof is hereby
 acknowledged the said party of the 1st part has
 sold and hereby sell, and conveys to the said
 party of the 2nd part the following described property
 to wit one bay horse Colt about 2 years & three
 months old and one yoke of oxen and a white
 speckled the other with red sides white back
 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
 1st day of February 1839 and if the said party of the
 1st part shall fully pay the said party of the 2nd
 part said debt with interest thereon and the
 reasonable expenses hereof by said 1st day of February
 1839 then this indenture is 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 twenty days notice of the time and place of said
 sale by advertisement posted up at three public places
 and out of the proceeds said sale retain the said
 sum of forty nine dollars and interest thereon
 and the reasonable costs hereof and the balance if
 any pay to the said party of the 1st part
 Given under our hands and seals the day & year above written
 In Presence of Lewis L. Luper Larimer & Drasher (B
 mark)

The State of Alabama & Napoleon B. Mardis Justice of
 Shelby County & the Peace in and for said County
 hereby certify that Larimer & Drasher who names
 are signed to the foregoing Conveyances and who
 are known to me as ~~affidavit~~ ^{affidavit} before me and am
 this day that being informed of the contents of the Convey-
 -ances they executed the same voluntarily and to the use of the
 same names date Given under my hand this
 20th day of August A.D. 1838 N. B. Mardis Justice
 of the Peace

Filed for record & recorded the 31st day of August
 in Book all empy is J. M. McManahan
 Judge of Probate