

Know all men by these presents that we Abraham H. Whitfield and David Whitfield of Shelby County in the State of Alabama for and in consideration of the sum of one thousand and fifty dollars to us in hand paid by George Wash of Hetcher County and State of Alabama the receipt whereof we do hereby acknowledge do hereby give grant bargain sell and convey and deliver unto the said George W. Ash his heirs and assigns forever all that personal property to wit two (male) mules a brown mule and the other a sorrel mule about eight years old to have and to hold the above described property to the said George W. Ash his heirs and assigns to the sole and only proper use benefit and behoof of the said George W. Ash his heirs and assigns forever Provided always and these presents are upon the express condition that if the said Abraham H. Whitfield and David Whitfield pay off and discharge in full a note of hand presented by said Abraham H. Whitfield and David Whitfield as principle and the said George W. Ash as security for the sum of one hundred and fifteen dollars bearing date the 28th day of August A.D. 1838 due the 25th day of December next A.D. 1838 and made payable to John S. Watson as bearer then these presents shall cease determine and be null and void but in case that the said Abraham H. Whitfield and David Whitfield shall fail to pay off and discharge said note or any part thereof so to become due at the time above specified for the payment thereof then in every such case it shall and may be lawful for the said George W. Ash his heirs executors administrators or assigns and the said Abraham H. Whitfield and David Whitfield do hereby empower and authorize the said George W. Ash his heirs executors administrators assigns to grant bargain and sell the above described personal property either as or by the said described mules at public vendue by giving thirty days public notice thereof and on such sale to make and execute to the purchaser or purchasers good and lawful title to said mules and above described personal property in the law pursuant to the Statute in such cases made and provided whereby the over plus money if any there be to the said Abraham H. Whitfield and David Whitfield their heirs executors or administrators after deducting the Costs and Charges consequent upon said sale and the authentication of this deed and the said George W. Ash is hereby authorized and empowered to take into possession the said mules at or any time after the 25th day of December next 1838 unless said debt

be now paid off by said Whitfields
 In testimony whereof we have hereunto set our hands
 & seals on this day of September A.D. 1838 Signed
 Sealed & delivered in presence of A. H. Whitfield
J. M. McLanahan Mark

David Whitfield
Mark

The State of Alabama

Shelby County. I, J. M. McLanahan Judge of Probate
 in and for said County hereby certify that A. H.
 Whitfield and David Whitfield whose names are
 signed to the foregoing Conveyance and who are
 known to me as ~~unwedged~~ ^{unwedged} before me on this day
 that being informed of the contents of the Conveyance
 they executed the same voluntarily on the same
 before date. Given under my hand this 31st day
 of November A.D. 1838 J. M. McLanahan
Judge of Probate

Filed the 25th September 1838 for record and
 added the 6th day of October 1838 J. M. McLanahan
Judge of Probate