

This indenture made and entered into the 5th day
 of October 1838 between James Peckett of the County
 of Shelby State of Alabama of the first part and
 Thomas L. Mearns of the same place of the second
 part Whereas the said party of the first part is
 justly indebted unto the said party of the second
 part in the sum of eight hundred dollars by account
 due 1st Jan'y 1838 and being anxious and desir-
 ous to secure the same Now therefore in Consider-
 ation of the promise as well as one dollar in
 hand paid by the party of the second part doth
 grant bargain & sell unto the party of the second
 part his heirs & assigns all my present crop
 of Cotton about four acres a portion of which is
 gathered to hand and to hold unto the party of
 the second his heirs & assigns forever upon
 the express Condition that if the party of the first part
 pay or cause to be paid the above debt interest
 and ar by the 1st of December next then the mortgage
 be void but if the party of the first part fail
 to pay said debt and ar by the 1st Dec then
 the party of the second part is authorized to
 sell & sell said Cotton to the highest bidder
 for Cash in the Town of Montevallo upon giv-
 ing five days notice and appropriate this
 proceeds to the payment of said debt
 and the Costs of this mortgage
 Test
 J. G. Samuel
 James Peckett
 Mark

The State of Alabama & Alexander Nelson an acting justice
 Shelby County 3 of the peace in and for the
 County and State aforesaid hereby Certify that James
 Dick whose name is signed to the foregoing Convey-
 -ance and who is known to me acknowledged
 before me on this day that being informed of the
 contents of the Conveyance he executed the same
 voluntarily on the day the same bears date

Given under my hand this 5th day of Oct 1838

A. Nelson J.P.

Filed the 13th day of October & recorded the 18th day of
 October 1838 J. M. McClanahan Judge of Probate