

The State of Alabama,
 Shelby County, 3 This Indenture made and
 entered into the 3rd day of January 1839

Between David Gotthard debtor of the 1st part and
 David McFlanagan and Co Creditors of the 2nd part
 Witnesseth That whereas the said party of the 1st
 part is justly indebted to the party of the 2nd part
 in the sum of four hundred & twenty three & 1/100
 due by promissory note due and payable on
 the 10th day of January 1838 and the said party
 of the 1st part being desirous to secure the pay-
 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
 and 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 the S E 1/4 of the S E 1/4 of Section 9 Township
 24 Range 14 E. This deed is supplemental to a
 deed made the 8 January 1838 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 October 1839 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 1 day of Oct 1839 then this in-
 strument 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 out of
 the proceeds of said sale retain the said
 sum of _____ 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 this
 day and year above written

David Gotthard L.B.
 mark

J. McFlanagan & Co L.B.
 The State of Missouri J. N. Billings a justice
 Shelby County 3 in and for said County
 hereby Certify that David Gotthard whose name
 is signed to the foregoing Conveyance 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 3rd day of
 January AD 1839

N. B. Munday
 Justice of the Peace

Held the 3rd day of January 1839 and recor-
 ded the 12 day of the same month.

J. M. McLaughlin
 Judge of Probate