

The State of Alabama This indenture made and
 Thelby County 3 entered into this 11th day of
 January 1839 between Martin Kendrick debtor of
 the first part and Samuel Pousher Secuority
 of the second part (Witnesses) That whereas the
 said party of the 1st part is justly indebted to the
 Party of the 2^d part as set forth in the sum of
 two hundred seventy two \$72.00 dollars due by notes
 as follows one note to Daniel Humphrey for one hundred and
 twenty six dollars 60/100 due 1st January 1839 and two notes
 to Alfred Sister one for one hundred and twenty five
 dollars with interest from date dated 10th January 1839 and
 the other twenty one dollars 25/100 dated the 11th January
 1839 due 1st January 1860 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 first
 as consideration of the sum of one dollar to the said
 party of the 2^d part in hand paid by the said party
 of the 2^d part that 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 2^d part the following
 described property to wit The S.W. 1/4 of the Sec. 1 and the S.E. 1/4
 of the S.W. 1/4 and the N.W. 1/4 of Section Twenty Seven
 Township Nineteen Range One West Coahuila and
 hundred and sixty Acres more or less except say
 Acres more or less conveyed by deed to Talton P.
 Halecomb by said Kendrick and in lieu of the
 above say Acres more or less conveyed to said
 Kendrick by said Talton Halecomb 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 January 1860 and if the said party
 of the 1st part shall fully pay above described
 debt with interest thereon and the reasonable
 expenses hereof by said 1st day of January 1860
 then this indenture is to be null and void
 But upon default of such payment the said
 party of the 2^d part is hereby authorized to take
 into possession and sell said property to the
 highest bidder for cash after giving thirty day
 notice of the time and place of said sale by
 advertisement posted up at three public places

for costs after giving and out of the proceeds of said
 sale retain the said sum of Two hundred &
 seventy two 80/100 dollars and interest thereon and the
 reasonable costs being and the balance if any pay
 to the said party of the 1st part.

Test N. V. Mearns

Martin ^{his} Rendack

mark

S. V. Brasher

The State of Alabama

Shelby County 3 N. V. Mearns an acting
 Justice of the Peace for said County hereby certify
 that Martin Rendack & Samuel Brasher whose
 names are signed to the foregoing Conveyance and
 who are known to me acknowledge the said
 on the day that being informed of the contents of
 the Conveyance they executed the same voluntarily
 on the day the same bears date Given under my
 hand this 11th day of January N. V. Mearns

A. D. 1837.

Justice of the Peace

Filed the 11th day of January 1837 & Recorded the 11th day
 of the same month J. A. McLaughan J. of, P.