

This Indenture made and entered into this 5th day of February 1837 between Thomas F. Garrison debtor of the first part and Morrell T. Boston Creditor of the second part Witnesseth that the said party of the first part is indebted to the said party of the second part in the sum of One hundred and fifty four \$154.00 dollars due by a promissory note made by him on this day and payable the first day of January next and whereas also the said party of the second part has agreed with the said party of the first part that he will furnish said party of the first part with a reasonable amount of provisions for his support during the year 1839 the account for which is to be due the 1st day of January next and the said Thomas F. Garrison is anxious to secure the payment of said note and also the payment of said account which he may make with said Boston debtor the year 1839 Now therefore in consideration of the promises and for the further consideration of the sum of One dollar to him in hand paid by the said party of the second part the Receipt whereof hereby acknowledged the said party of the first part has this day purchased and sold and by these presents doth grant bargain sell and convey unto the said party of the second part the following described property viz One Sorrel horse about 12 years old and dark speckled Cow and Calf One and half and beef about two years old and all the Crop of Corn Cotton and Wheat which said Garrison may raise in the year 1837 To have and to hold to said party of the second part his heirs and assigns forever In trust however upon the following expressed Conditions viz that if said party of the first part shall pay or cause to be paid said indebtedness herein before described by said 1st day of January next then this Conveyance to be void but should said party of the first part fail to pay said indebtedness by the said 1st day of January 1840 then the said party of the second part is hereby authorized to take possession of said property herein conveyed and after advertising the same for sale by posting up advertisements giving two days notice of the time and place of sale proceed to sell said property at public outcry for cash and with the proceeds of said

pay off said debt or so much thereof and interest
thereon as may remain unpaid & the reasonable
expenses hereof. In testimony whereof we have hereunto
set our hands & seals. The day and year above written
Thomas F. ^{Mark} ~~Simonsen~~ ^{Seal}
M. J. ~~Horton~~ ^{Seal}

The State of Alabama & I. A. A. Stewart a justice of the
Shelby County & peace officer for said County
hereby Certify that Thos. F. ^{Mark} ~~Simonsen~~ and M. J. ~~Horton~~
known to me to be the same persons who executed
the foregoing deed of Conveyance and acknowledged
before me on this day that knowing the contents of
the said deed of Conveyance they severally executed
the same on the day the same bears date
voluntarily. Given under my hand this 5th day
of February 1839. A. A. Stewart J. Peace
Filed for record 5th February 1839 & recorded the
10th day of the same month H. McLaughlin
Judge of Probate