

The State of Alabama } Know all men by these Presents that
 Shively County } I Tho. F. Johnson am justly indebted to
 Robt R. Rushing in the sum of Eighty seven dollars by prom
 isory note of this date & due the 1 day of January next which
 I am willing and desirous to secure in Consideration of which
 And of One dollar to me in hand paid the receipt of which is
 hereby acknowledged & the said Johnson have bargained and
 sold and by these Presents do bargain and sell & convey unto
 said Robt R. Rushing one yoke of Oxen one red & the other
 spotted red and white and one ox wagon from which road
 Wagon To have and to hold the said yoke of Oxen & Wagon
 unto said Rushing his Executors administrators & assigns
 also all the present year Crop of Cotton that I may plant
 raise and gather subject however to a Certain deed of Trust
 heretofore executed by me to W. J. Horton to have and to hold
 this also unto said Rushing his legal representatives & assigns
 former subject to the deed of Trust to Horton as aforesaid
 Both Oxen Wagon & Crop of Cotton however subject to
 the Condition that I am to remain in quiet & peaceable
 possession of said property until the first day of January
 next when if said debt is not fully paid off & discharged
 the said Rushing may sell and sell said Oxen & Wagon at
 the Court House door of said County after ten days no
 tice for cash and sufficient for the payment of said
 debt may also then sell said Cotton whatever may
 be made of not taken by said Horton under his deed
 and may sell the same also on ten days notice at my
 residence or any other house in the neighborhood and
 with proceeds thereof shall first pay off any balance
 that may be due said Horton on his said deed of Trust
 and the balance thereof and discharge the balance due
 by said Rushings claim and if any Except pay to me or to
 my order and should said Horton have first to take said Cotton
 that I may raise the present year under his deed of Trust or
 he may well do if the debt to him therein described not paid
 as in his deed mentioned and shall sell the same and on
 accp. arise after discharging the debt to him the said
 Except is directed to be paid to said Rushing in disch
 arging of this my liability to him if the same shall
 not previously have been discharged but should said
 debt to said Rushing on or before the said first day of
 January next be paid off & discharged then this Con
 veyance to be null and of none effect in witness of
 which I have hereunto set my hand and seal this 17
 July 1859 A. H. Sturtt ^{my} Tho. F. Johnson
 The State of Alabama Shively County
 I A. H. Sturtt a Justice of the Peace in and for said County
 Certify that Tho. F. Johnson known to me to be the

Same person who executed the foregoing conveyance
 came before me on this day and acknowledged be-
 fore me that knowing the contents of the said Con-
 veyance he executed the same voluntarily on the
 day the same bears date as Witness my hand and Seal
 this 17 day of July 1859 A. A. Stewart J. Peace

Filed 17th July 1859 & recorded 8 March 1859

J. M. McCune, Judge of Probate