

This Indenture made and entered into this the 17
day of January 1859 between Thomas J. McGee
of the County of Shelby & State of Alabama

of the first part And Columbus Cunningham
 of the same place of the second part & John
 P. West of the third part. Witness that the
 said party of the first part is justly indebted to
 the said party of the second part in the sum of
 four hundred and fifty dollars evidenced by a
 promissory note dated July 19 1859 & payable
 the 1st day of December thereafter now the
 said party of the first part being anxious &
 desirous to secure the payment of the said
 note unto the said party of the 2nd part as
 also for the sum of one dollar to have
 in hand paid by the said party of the third part
 the receipt whereof is hereby acknowledged doth
 grant bargain & sell unto the said party of
 the third part his heirs and assigns forever
 the following described land lying and being in
 Shelby County to wit the $\frac{1}{2}$ of the NE $\frac{1}{4}$ of
 Sec 36 T 20 R 3 W also the $\frac{1}{2}$ of the SE $\frac{1}{4}$
 of Sec 36 T 20 R 3 W containing an acre
 and sixty acres more or less being the same
 on which the said McGowan now resides also
 one yoke of team of red color and road
 Wagon one bay horse and sorrel horse one
 set of smith tools three cows and calves one
 black the other red white and all of the crop
 of Corn & Cotton that may be raised on the above
 named land during the year 1859 to have
 and to hold unto the said party of the second
 part his heirs and assigns forever in trust
 however upon the following Conditions that
 if the said party of the first part shall pay
 or cause to be paid the full amount of
 said note herein described principal & interest
 on or before the first of December 1859 then the
 obligation to be well and truly attorned the said
 party of the third part & is hereby empowered to
 seize said property and upon giving ten days
 notice by sticking up written notices in two or
 more public places in said County to sell the
 same in Marketalls at public auction to
 the highest bidder for cash & appropriate
 the proceeds of said sale first to the paymen
 t of said note and the Costs & of this
 deed of trust and the balance of any to the
 said party of the 3rd part he Witness whereof
 we have hereunto set our hands & seals the

day and date above written ~~Thomas J. McGeehan~~
~~John P. Morgan~~
 The State of Alabama Shelby County J. John P. Morgan
 an Acting Justice of the Peace in and for said County
 do hereby certify that that Thos J. McGeehan &
 Cunningham and John P. Morgan whose names
 are signed to the above and foregoing deed
 and whose names are known to me acknowledged
 before me on this day that being informed
 of the contents of the conveyance
 they executed the same voluntarily
 and the day the same bears date given
 under my hand this 17 day of July
 A.D. 1859 J. P. Morgan Justice of the Peace
 Filed for Record 21 July 1859
 Recorded 10 March 1859 J. M. McClanahan Judge