

The State of Alabama: This indentured made and
 Shelby County entered into this 23rd day of March
 1839 between James McLendon debtor of the 1st part
 and William Baker Creditor of the Second part
 Witnesseth That whereas the said party of the 1st
 part is lawfully indebted to the party of the 2^d part
 in the sum of seventy four & 3/100 dollars due by
 promissory note bearing even date of this deed
 and payable on or before the 4th day of April
 1839 and the said party of the 1st part being desir-
 ous to secure the payment of said indebted-
 ness 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 2^d part the receipt
 thereof 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 2 Mules and Gray
 mare about 16 years old and 1 Sorrell Mule about
 5 years old and 2 Waggon which said property
 said James McLendon has in his possession
 to have and to hold in trust as follows It is
 hereby agreed that the said party of the 1st part
 shall to have and obtain possession of the
 said property until the 1st day of September
 1839 and if the said party of the 1st part

Shall fully pay to the said party of the 1st part said debt with interest thereon and the reasonable expenses hereof by said 1st day of September 1839 then this Indenture 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 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 shall fully pay to the said party of the 2nd part said debt with interest thereon and the reasonable expenses hereof by said 1st day of September 1839 then this Indenture 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 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

Wm. J. McLanahan
C. M. Baker

James McLendon
Mark
Wm. Baker

The State of Alabama J. McLanahan Judge
Shelby County 3 of Postoffice for 2d County
in and for said County hereby Certify
that J. McLanahan a Subscribing Witness
to the foregoing Conveyance known to me
appeared before me this day and being
sworn states that James McLendon the
Grantor in the Conveyance voluntarily ex-
ecuted the same in his presence and
in the presence of the other Subscribing
Witness on the day the same bears date
that he attested the same in the presence of
the Grantor and of the other Witnesses and
that such other Witness Subscribed his
name as Witness in his presence Given
under my hand the 23rd day March AD
1839.

J. McLanahan
Judge of Postoffice

Filed the 25 day of March 1839 & recorded
the 8th day of April 1839 J. M. McClunahan
Judge of Probate