

The State of Alabama This indenture made and
 Shulley County 3 entered into this 30th day of
 April AD 1859 between Miles Horton debtor of the
 first part and George A Logan Creditor of the
 second part Witnesseth that whereas the said
 party of the first part is justly indebted to the
 said party of the second part in the sum
 evidenced by the notes herein after described
 viz one note bearing even date herewith for
 the sum of twelve hundred and forty dollars
 and payable the 1st day of January 1860 also
 one note for twelve hundred and eighty dollars
 bearing even date herewith and payable the 1st day
 of January 1861 also one other note for twenty
 seven hundred dollars bearing even date herewith
 and payable the 1st day of January 1862 and the
 said Miles Horton being anxious and desirous
 to secure the payment of said notes above
 described now therefore for and in consideration
 of the premises as also for the further consideration
 of the sum of five dollars to the said party of
 the first part in hand paid by the said
 party of the second part the receipt whereof
 is hereby acknowledged the said party of the
 first part has sold and by these presents doth
 grant bargain sell and convey to the said
 party of the second part the following described
 real and personal property viz the East half
 of the South East quarter of Section 33 Township
 28 Range one East and the East half of the
 North East quarter and the North East quarter
 of the South East quarter of Section 4 Township
 33 Range one East and the West half of
 Section 3 Township 28 Range one East.

also the following descended Slaves viz Mary a woman
 about 30 years of age Ben about 23 years of age
 Bole about 21 years of age Harman about 18 years
 of age Dorinda a girl about 5 years of age Martha
 a girl about 4 years of age Harriett a girl
 about 3 years of age Silvia a woman between
 40 & 50 years of age and illly a woman about 20
 years of age To have and to hold to the said
 party of the second part in trust as follows
 It is hereby agreed that the said party of the
 first part do have and retain the possession
 of said property to the real and personal credit
 default is made in the payment of either one
 of said notes above described at the times ap-
 pointed for their respective payments And if the
 said party of the first part shall fully pay to the
 said party of the second part said notes
 and the interest thereon as the same falls due
 and the reasonable expenses hereof then this in-
 denter is to be null and void but in default
 of the payment of said notes or either of them
 as they become due the said party of the second
 part is hereby authorized and empowered to take
 into his possession said property and sell the
 same so much thereof as may be necessary
 for the payment of said notes for Cash after
 giving thirty 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 after paying the expenses hereof
 retain the amount necessary to pay off and
 satisfy said notes and interest that may have
 accumulated thereon. In witness whereof we
 have hereunto set our hands and seals the
 day and year above written

Signed & sealed & delivered in presence of Wylie Horton Seal
 of George Harvis Seal
 James F. Luper Seal
 Geo. A. Logan Seal

The State of Alabama, I John McLaughlin Judge
 Shelby County of Probate in and for said
 County hereby Certify that Wylie Horton and George
 A. Logan whose names are signed to the
 foregoing conveyance and who are known
 to me & acknowledged before me as they say
 that being informed of the contents of the
 conveyance they executed the same vol-
 untarily in the day the same bears

state Given under my hand May 30th day of
April A D 1839

Jesse McLaughlin

Judge of Probate

Filed for record 30 April 1839 and recorded
the same day

Jesse McLaughlin

Judge of Probate