

The State of Alabama

Shelby County } This indenture made and entered
into this 22^d day of April 1859 Between John A West
Debtor of the first part and David W McClanahan E. C.
Bowdon Joshua G West & James A Simpson Creditors
of the second part Witnesseth that whereas the said
party of the first part is justly indebted to the parties of
the second part in the sum of one Hundred & Twelve
dollars due by two promissory notes the first of said
notes due and payable to O. S. Echols on the first
day of January 1860 bearing interest from date &
dated about the 10th day of January 1859 upon which
the said McClanahan & Bowdon are securities the other
of said notes is payable to John T. Cromwell on or before
the first day of October 1859 and the said party of the
first part being desirous to secure the payment of
said indebtedness for and in consideration thereof
and for the further considerations of the sum of one
dollar to the said party of the first part in hand paid
by the said parties of the second part the Receipt
whereof is hereby acknowledged, The said party of the
first part has sold and hereby sells and conveys
to the said parties of the second part the following
described property to wit. One sorree field about
three years old the same that said West has now
in possession and bought of O. S. Echols for which
the first of described notes above was given also my
present crop of Corn & Cotton that I may raise or
cause to be raised the present year Except a support
out of said crop until default be made in the
payment of said described notes to have and to hold
in trust as follows. It is hereby agreed that the said
party of the first part is to have and retain possession
of said property until the first day of January 1860
and if the said party of the first part shall fully pay
to the said parties of the second part said debt
with interest thereon and reasonable Expenses hereof
by said first day of January 1860 then this indenture
is to be null and void. But upon default of such
payment the said parties of the second part is
hereby authorized to take into possession and sell
said property to the highest bidder for cash after
giving twenty days Notice of the time and place
of said sale by advertisement posted up at
three public places and out of the proceeds of
of said sale retain the sum of one hundred & twelve
dollars and interest thereon and the reasonable
costs hereon and the balance if any pay to

The said party of the first part
 Given under our hands &
 Seals this day and year above written

John A. West seal
 D. N. McClanahan seal
 J. A. Simpson seal
 E. C. Bowden seal
 Joshua I. West seal

The State of Alabama }
 Shelby County } J. N. B. Hardis an acting
 Justice of the Peace in and for said County
 hereby certify that Joshua A. West D. N. McClanahan
 J. A. Simpson E. C. Bowden and Joshua I. West
 whose names are signed to the foregoing conveyance
 and who are known to me acknowledged before
 me on this day that being informed of the contents
 of the conveyance he executed the same volun-
 tarily on the day the same bears date.
 Given under my hand this 10th day of May A.D. 1859

J. N. B. Hardis
 Justice of the Peace

Filed for Record the 10th day of May 1859 and
 Recorded the 11th day of same month

J. M. McClanahan
 Judge of Probate