

The State of Alabama }
 Shelly County } This indenture made and
 entered into this 14th day of May 1857 between Daniel
 Tillerow debtor of the 1st part and Robert R. Ruffing
 creditor, of the second part. Witnesseth: That whereas
 the said party of the first part is justly indebted to
 the party of the second part in the sum of sixty eight
 & 00/100 due by promissory note of this date with interest
 from its date and payable on or before the first day
 of January next 1860 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 better consideration of

the sum of one dollar 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 hereby sells and conveys, to the said party of the second part the following described property to-wit all my crop of Corn & Cotton that I have planted or may hereafter during the present year plant grow raise and gather being my entire interest in the Corn & cotton crop that I may raise the present year on the farm where I am now at work in said County, 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 the said property until the first day of January 1860 and if the said party of the first part shall fully pay to the said party of the second part said debt with interest thereon and the reasonable expenses hereof by said first day of January 1860 then this indenture is to be null & void.

But upon default of such payment the said party of the second part is hereby authorized to take into possession and sell said property to the highest bidder for cash, after giving ten 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 sixty eight & 1/10 Dollars and interest thereon, and the reasonable costs thereof, and the balance, if any, pay to Allen Rushing & Co on account of my indebtedness to them for what I now owe them, or may be owing them on the said first day of January 1860 and it is further understood that if said debt to said Rushing shall be paid on or before its maturity that this deed of trust shall stand the best time for the security & payment of my said indebtedness to S. Allen Rushing & Co upon the same terms as well also as for the payment of any account I may be owing said Rushing for provisions he may hereafter furnish to enable me to make said crop which he has promised to do. Should I need as witness my hand & seal this 14

day of May 1859 at
 Daniel Gillespie (Seal)
 R. R. Rushing (Seal)

The State of Alabama, I A. A. Sterrett a Justice of the Peace Shelby County, in and for said County hereby certify that Daniel Gillespie & R. R. Rushing whose names are signed to the foregoing conveyance, and who are known to me acknowledge

before me on this day that being informed of
the contents of the conveyance they executed
the same voluntarily, on the day the same bears
date. Given under my hand this 14 day May
A.D. 1857

A. A. Stennett
J. Peace

Filed for Record 16th day of May A.D. 1857 & Recorded
same day of same month

J. M. Clauahan
Judge of Probate