B. C. Dubose
To
Buller Lyman & Co

The State of Alabama
Shelby County } This indenture made this twenty third day of May Eighteen hundred and fifty nine: between Benj. C. Dubose of the first part Chas. S. Rowly of the second part and Buller Lyman & Co of the third part all of the State of Alabama and county aforesaid. Witnesseth: That whereas the same Benj. C. Dubose is indebted to the said Buller Lyman & Co the sum of one hundred Twenty one 34/100 Dollars the same being a promissory note dated May 23d 1859 and due Nov 1st 1859. I the said Benj. C. Dubose have bargained sold aliened and conveyed and by these presents doth sell bargain alien and convey unto the said Chas. S. Rowly for and in consideration of the sum of five Dollars by the said Chas. S. Rowly to the said Benj. C. Dubose in hand paid the receipt whereof is hereby acknowledged at and before the Executing and delivery of thes presents. the following described Crop to wit; so much of my crop of Cotton now planted and Growing as will make Twelve thousand pounds in seed said crop of Cotton to be gathered and picked by the said Benj. C. Dubose. I Benjamin C. Dubose do for myself my heirs and assigns warrant and will Ever defend unto the said Chas. S. Rowly a good and lawfull right to the crop herein described against all and every person whatsoever in trust. Nevertheless should the said Benj. C. Dubose pay or cause to be paid to the said Chas. S. Rowly the note herein described on or before the first day of November next then this obligation to be void and of no Effect but should the said Benj. C. Dubose fail to pay the same on or before the first day of November next in that case the said Chas. S. Rowly may procure to sell the crop herein described at the Town of Montevallo first giving fifteen days notice and then the same Chas. S. Rowly shall apply the proceeds to the payment of the note herein described and if there should remain a ballance in the hands of the said Chas. S. Rowly after paying the within described note. then the said Chas. S. Rowly shall pay the ballance over to the same Benj. C. Dubose after paying the Expense of conveying this into effect. Given under my hand and seal this 23d day of May AD 1859

Test
John Goodgame

Benjamin C. Dubose (Seal)

The State of Alabama }
Shelby County } Before me John Goodgame an acting Justice of the Peace in and for said County personally appeared Benj. C. Dulaney who acknowledged that he signed sealed and delivered the foregoing deed for the purpose therein specified and on the day and date therein mentioned.
Given under my hand and seal this 23rd day of May AD 1859

John. Goodgame J.P.

Filed for Record the 8th day of June 1859 and Recorded same day of same month and year

J. M. M. McClanahan
Judge of Probate