

Sander Shaw
To
James Lindsey

The State of Alabama }
Shelby County } This indenture made and entered into the
The 22nd day of June A.D. 1859, between Sander Shaw of the first
part, and James Lindsey of the second part, "Witnesseth,
That the said party of the first part, for and in consideration
of the sum of one dollar to him in hand paid, by the said
party of the second part, the receipt whereof is hereby
acknowledged hath and by these presents doth give
and grant bargain sell and convey and confirm
to the said party of the second part, and to his heirs
and assigns forever the following property (viz)
a certain crop of cotton planted by the said party
of the first part, containing ten acres more or less
to have and to hold the above bargained and
sold property to the said party of the ~~of~~ second part
his heirs and assigns and to his and their only

Proper use behoof and benefit forever.

Provided I always, and these presents are on this express condition that if the said party of the first part pay to the said party of the second part the just and full debt of ninety 90^{th} dollars or or before the first day of November next as appears more fully by a note bearing even date with these presents for said sum. and due on said first day of November next by the said party of the first part to the said party of the second part then these presents shall cease and be void. But in case of the ~~most~~ non payment of said ninety 90^{th} dollars or any part thereof at the time above limited for said payment then in such case it shall and may be lawfully for the said party of the second part his heirs executors admr. or assigns and the said party of the first part do he hereby authorize and empower the said party of the second part his heirs executors and assigns to grant bargain sell the said property above described or any part thereof at a public Outlay after giving Twenty days notice of the time and place of such sale for cash and out of the proceeds arising from such sale pay and satisfy said debt above described and all expenses that may arise for carrying this conveyance into effect, and any overplus that may be on hand arising from said sale to the party of the first part his heirs executors administrators or assigns in Testimony whereof I have hereunto set my hand and this the day and year first above written

Sanders ^{H.S.} Shaw

The State of Maryland }
Shelby County } I J N Meredith an acting Justice of the peace in and for said County do hereby certify that Sanders Shaw whose name is signed to the foregoing conveyance and who is known to me acknowledge before me on this day after being informed of the contents of the conveyance he executed the same voluntarily on the day the same was so written my hand this 22nd day of June 1859
Filed for Record the 25th day of June 1859 J N Meredith J
and received same day of J. M. Claeck
same month - J. M. Claeck