

A. J. Weeks
 To
 O. Johnson

This indenture made & entered into this the 30th day of June AD 1859 between A. J. Weeks of the first part and O. Johnson of the second part both of the County of Shelby and State of Alabama whereas the said party of the second part is security for the said party of the first part on the following described notes viz a note for Sixty and $33\frac{1}{3}$ dollars due twelve months after date payable to Jas P. Lacy & A. N. Meredith assigns of the estate of David Meredith decd and dated 4th of February 1858 also a note payable to French Nabors three hundred and seventy three $73\frac{1}{100}$ dollars and due on the 1st day of January 1860 also a note payable to J. M. Massey for Seventy five dollars due on the 25th December 1858 and also an execution now in the hands of the Sheriff of Shelby County in favor of Edmund King for about Three hundred and fifteen dollars The said Judgment rendered at the March term of the Circuit Court for said County of Shelby & State of Alabama aforesaid whereas the said party of the 1st part is anxious and willing to secure and protect & save harmless the said party of the second part from any loss that he may sustain as said security as aforesaid therefore in consideration of the premises as well as for the further consideration of one dollar to me in hand paid by the said party of the second part The Receipt whereof is hereby acknowledged have Given, granted bargained and sold and Conveyed And by These presents doth Grant bargain sell and Convey unto the said party of the second part his heirs and assigns the following described property to wit my interest in the growing crop of Cotton in the plantation which I now reside say fifty five or sixty acres and also my interest in the growing crop of Corn say about fifty acres And also about twenty acres of wheat and ten acres of oats also about forty head of stock hogs also my interest in Three hundred and sixty acres of land it being the Land on which I now live to have & to hold unto the said party of the second part his assigns forever. Now This indenture is intended as a Conveyance or Mortgage to secure the party of the second part for Principle and interest Money Costs Charges and expenses which he may be Compelled to pay in consequence of the failure of the said party of the first part to pay and Take up the above mentioned notes And if the amount of the said notes principle shall be paid by the said party of the first part at maturity then these presents shall become void, but if default be made by said party of the first part in the payment of said notes at maturity or any part thereof And the same or any part is collected out of the said party of the second part then the said party of the second part is hereby authorized And

and empowered to seize and take possession of the property herein conveyed and upon giving fifteen days notice by posting written notices in the public places in Shelby County sell to the highest bidder for Cash the above described property at the residence of the party of the first part and appropriate the proceeds of such sale to the satisfaction of the claims above mentioned.

In witness whereof we have hereunto set our hands and seals this the day & year above written

John P. Weeks
Isaac Johnson Jr

The State of Alabama } I D W Pentice an acting Justice
Shelby County } of the Peace in & for said County
and State aforesaid do hereby certify that John P. Weeks
and Isaac Johnson whose names are signed to
the foregoing conveyance and who are known to me
acknowledged before me on this day that being in-
formed of the contents of the conveyance they executed
the same voluntarily on the day the same bears date
Given under my hand this 1st July 1857
D. W. Pentice J. P.

Filed for record the 5th of July & recorded at the same month
E. M. McClanahan Judge of Probate