T. A. Elliott
to
W. K. Rushing

The State of Alabama}
Shelby County } This Indenture made and entered into this 17th day of August 1859 between Thomas A. Elliott. deblor of the first part, and W. K. Rushing his security of the second part, witnesseth, That whereas the said party of the first part is justly indebted to Wm J. Pearson in the sum of forty dollars by two notes, due by said Elliott & said Rushing, as said Elliott's security. 25th Decr. next besides interest on said notes, one also to James Seale, by note also with said Rushing security. in the sum of Twenty dollars due 25. Decr next! 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 consideration of the sum of one dollar to the said party of the first 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;
His present growing crop of Cotton. about eleven acres. in said county. Which the said party of the first part is to pick and gather as, and when the same may be sufficiently open. and which when gathered the said W. K. Rushing is to have and to hold. in trust. as follows, to wit is hereby agreed that the said party of the first part is to have and retain possession of the said property until the 25th day of Decr 1859. and if said party of the first part shall fully pay to the said Pearson & Seale said debt with interest thereon and to said Rushing, the reasonable expenses hereof by said 25th day of Decr 1859. 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 Money and int thereon & pay said debt to said Pearson & Seale and the reasonable costs hereof and the ballance if any. pay to the said party of the 1st part.
Given under my hand and seal this day and year above written
Attest
A. A. Sterrett
Thomas A. Elliott {Seal}

The State of Alabama}
Shelby County } I A. A. Sterrett a Justice of the Peace for said County hereby certify that Thos. A Elliott whose name is signed to the foregoing conveyance. and who is known to me. acknowledged before me this day, that being informed of the contents of the conveyance he executed the same Voluntarily. on the day the same bears date Given under my hand this 17 day of Agst 1859
A. A. Sterrett J.P.
Filed and Recorded the 17th Day of Agst 1859. J. M. McLeaughlin Jr. J.P.