McConaughy To Barnes

State of Alabama } This Indenture made the ninth
Shelby County } day of September in the year of our Lord eighteen hundred & fifty nine between William McConaughy of the first part and John E. Barnes of the second part. Whereas the said Barnes of the second part at the special request of said McConaughy of the first part hath become bound together with him the said McConaughy unto Cunningham of the county aforesaid by one promissory note bearing date 15th January 1858 & payable 15th October 1858. in the sum of one hundred & twelve & 50/100 Dollars. which same monies being the proper debt of said party of the first part and the said Barnes in the said recited note being only as security for the said McConaughy. he the said McConaughy to counter secure the said Barnes against the same, hath agreed to convey and grant a certain tract of Land herein after mentioned, to him the said Barnes his heirs and assigns in manner and form hereinafter expressed.
Now this Indenture witnesseth that the said McConaughy for and in consideration of the premises. hath granted bargained sold and conveyed, and by these presents

doth grant bargain sell and convey unto said Barnes his heirs & assigns all that certain tract and parcel of Land described as follows. The North West Quarter of the South East Quarter of Sec 9 Township 24 Range 12 East situated in the County aforesaid together with all the improvements, rights, hereditaments and appurtenances thereunto belonging.

To have and to hold the same unto the said Barnes his assigns & heirs forever. Provided always nevertheless that if the said McConaughy, his heirs, executors or Administrators shall well & truly pay or cause to be paid unto the said Cunningham the amount of said note with interest thereon, and also from time to time and at all times hereafter shall do well and sufficiently save harmless, keep indemnified the said Barnes from all judgements, costs, charges, demands & executions that shall or may at any time hereafter accrue from said note or any suit thereon.

Then and from thenceforth this present Indenture and the Estate hereby granted shall cease determine and become absolutely void: But in case of the non-payment of the judgement and costs of a suit on said note now pending in the Circuit Court for the County aforesaid then the said McConaughy doth hereby empower and authorize the said Barnes, his heirs executors, administrators and assigns to grant bargain sell and convey said Tract of Land at public Vendue and on such sale to make & execute to the purchaser good & sufficient deeds of Conveyance in Law vesting the overplus monies (if any there be) to the said McConaughy after deducting the costs and charges of such Vendue & Sale as aforesaid. In Witness whereof we this day set our hands and Seales.

Wm McConaughy (M)
John S. Barnes (B)

The State of Alabama }
Shelby County }

I J P Morgan an acting Justice of the Peace in and for said County, hereby certify that Wm McConaughy and John S Barnes whose names are signed to the foregoing Conveyance and who are known to me, acknowledged before me this day that being informed of the contents of the conveyance they signed the same Voluntarily on the day the same bears date.

Given under my hand this Sept 13th 1859

J P Morgan
Justice of The Peace

Filed & Recorded the 15th day of Sept 1859
J M M'Ill Jr Pb