

The State of Alabama }
 Shelby County } This Indenture made and entered
 into this 21. day of October 1859, between Cassay Ray
 debtor of the first part, and Abner C. B. Parker
 who has become security of said Cassay Ray of the second
 part. witnesses. That whereas the said party of the first
 part is justly indebted to E. C. Bowdoin in the sum

of Seventy five dollars due by promissory note dated the 21. day of October 1859. upon which said A H Brasher has become security, and payable on or before the first day of January 1861. and the said party of the first part being desirous to ~~some~~ indemnify said Brasher against 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 part 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 $\frac{3}{4}$ of $\frac{1}{4}$ of Section 33. Township 21. Range One West containing forty acres more or less. to have and to hold, in trust, as follows. It is hereby agreed that the said party of the first part is to have and retain possession of said property until the 1st day of January 1861. And if the said party of the 1st part ~~shall~~ fully pay to the said E. C. Bowdon said debt with interest thereon, and the reasonable expenses hereof by said 1st day of January 1861. then this Indenture is to be null and 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 after giving thirty 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 sum of seventy five dollars and interest thereon and the reasonable costs hereof. and the balance if any pay to the said party of the first part

Given under our hands and seals this day and year above written

Test D. M. Ray

A. B. Mardis

The State of Alabama

Shelby County

I A. B. Mardis an Acting Justice of the Peace for said County hereby certify that McCassey = Ray whose name are signed to the foregoing Conveyance and who are known to me. acknowledged before me this day that being informed about the contents of the Conveyance they executed the same voluntarily on the day the same bears date. Given under my hand this 22 day of October A. D. 1859

A. B. Mardis

Filed for Record & Recorded the 25 day of Oct 1859 J. M. McClanahan Deputy (notable)