

The State of Alabama, This indenture made and entered into this
 Shelby County 3 6th day of January 1860 between Martin Kendrick
 debtor of the first part and Samuel Brasher security for said
 Kendrick to I S Croanwell of the second part witnesseth That whereas
 the said party of the 1st part is lawfully indebted to said I S Croanwell
 in the sum of three hundred and eight dollars due by promissory
 note and payable on or before the 6th day of January 1861 and
 the said party of the 1st part being desirous to secure the payment
 of said indebtedness for the purpose of saving said Brasher as
 his said security harmless for and in consideration thereof and
 for the further consideration of the sum of one dollar to the
 said party of the 1st part in hand paid by the said party
 of the 2nd part the receipt whereof is hereby acknowledged the said
 party of the 1st part has sold and hereby sells and conveys
 to the said party of the second part as security for said
 the following described property to wit The S.W. 1/4 of the S.E. 1/4
 and the E. 1/2 of the S.W. 1/4 and the N.W. 1/4 of Section Twenty Seven
 Township Nineteen Range one not containing one hundred
 and eighty acres more or less except six acres more or less
 conveyed by deed to Jarlton P. Halecomb by said Kendrick
 and in lieu of the above six acres more or less conveyed
 to said Kendrick by said Jarlton Halecomb to have and
 to hold in trust as follows It is hereby agreed that the said party
 of the 1st part is to have and retain possession to the said property
 until the 6th day of January 1861 and if the said party of
 the 1st part shall fully pay above described debt with interest
 thereon and the reasonable expenses hereof by said 6th day of
 January 1861 then this indenture is to be null and void

But upon default of such payment the said party of the 2nd
 part is hereby authorized to take into his possession and sell
 said property to the highest bidder for cash after giving twenty
 days notice of the time and place of said sale by advertise-
 ment posted up at three public places and out of the
 proceeds of said sale retain the said sum of three
 hundred and eighty dollars and interest thereon and the
 reasonable costs hereof and the balance if any pay to the said
 said party of the 1st part Given under our hands and
 seals this day and year above written Martin Kendrick
 S Brasher

The State of Alabama, I R B Moody Justice of the Peace
 Shelby County 3 for said County hereby certify that
 Martin Kendrick & S Brasher whose names are signed
 to the foregoing conveyance and who are known to me
 acknowledged before me on this day that being informed
 of the conveyance they executed the same voluntarily

on the day the same leaves date Given under my
hand this 6th day of January A.D. 1860 N B Meade

Justice of the Peace

Filed this 6th day of January 1860 I recorded the same
day J M McFarhan Judge