This Indenture made and entered into this the sixth day of January 1860. between P. C. Leatherwood of the first part and J. P. Allen Trustee of the second part and W. M. Nabors Hickman and Eubanks and James A Mudd of the third part witnesseth; Whereas the party of the first part is indebted to the said party of the third part by one promissory note bearing date with this deed, to W. M. Nabors for fifty dollars. Also one promissory note to James A Mudd for sixty dollars and 19/100 and one promissory note to Hickman & Eubank for thirty seven dollars and 69/100 and being willing and desirous to secure the payment of said notes, do bargain sell and convey unto the said party of the second part the following described tract of land Viz The E.1/2 of N.E.1/4 S 28. N.1/2 of N.W.1/4 S 27. and the S.W.1/4 of S.W.1/4 S 22 T No 20. R. 4. West being in Shelby Co. To have and to hold unto the party of the second part his heirs and assigns. Now if the said party of the first part shall pay and discharge said notes by the 1st day of Jany 1861 together with the expenses of this deed, then this deed is null and void; But if said party of the first part fails to pay said notes and the expenses of this deed the said party of the second part shall proceed to sell the above described lands for ready money to the highest bidder at such place as the party of the second part shall designate after posting three public notices of said sale one the Court House door in the town Columbiana and two other public places in Shelby Co. and shall apply the proceeds of said sale to the payment of said notes and if there should be any money left after paying off said notes and the expenses of this deed then said party of the second part shall pay over to the said party of the first part. In Testimony whereof the aforesaid parties have hereunto set their hands and seals this sixth day of Jany 1860.

Paul C. Leatherwood Seal
W. M. Nabors Seal
James A Mudd Seal
Hickman & Eubanks Seal

This deed has been closed by the Sale of the lands herein described December 19 th 1863. and the proceeds applied to the payment of the notes herein specified — P. P. Allen

The State of Alabama }
Jefferson County }

I John C. Monroe a Justice of the Peace in and for said County do hereby Certify that Paul C. Leatherwood. W M Nabors. James A. Mudd and Hickman & Eubanks whose names are signed to the foregoing Conveyance and who are known to me, acknowledged before me. on the day the same bears date that being informed of the contents of the Conveyance they executed the same voluntarily on the day the same bears date. Given under my hand this sixth Jany 1860.

John C. Monroe
Justice of the Peace

Filed & recorded 3d day Feby 1860 J M McCafferty