The State of Alabama }
Shelby County } This Indenture made and entered into this 26th day of January 1860 between John E. J Macon debtor of the first part, and Elisha C. Wilson creditor of the second part witnesseth: That whereas the said party of the first part is justly indebted to the party of the second part in the sum nine thousand nine hundred and forty three 84/100 dollars due by four promissory notes all dated this day made by said Macon to said Wilson 1st for $2392.75 due 1st January 1861 the 2d for $2392.75 due 1st Jany 1862 the 3d of said notes for $2392.75 due 1st Jany 1863 & the 4th note for $2775.59 due 1st January 1864 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 second part in hand paid by the said party of the second party, 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 ~~first part~~ second part the following described property to wit N W.1/4 of S W.1/4 of Sec 17 the S E.1/4 of S E.1/4 Sec 18 S W.1/4 of S E.1/4 of Sec 18 N E.1/4 of N E.1/4 of Sec 19. N W.1/4 of N E.1/4 of Sec 19 – S E.1/4 of N E.1/4 of Sec 19. N E.1/4 of S W.1/4 of Sec 20. N W.1/4 of S W.1/4 of Sec 20. S E.1/4 of S W.1/4 of Section 20 N W.1/4 of N E.1/4 of Sec 29. N E.1/4 of N W.1/4 of Sec 29. & N W.1/4 of N W.1/4 of Section 29. all in Township 20 of Range 2. East – three Negroes to wit Sepe a man 22 years old Susan his wife thirty years old Silvo alias Pinella a Girl 16 years old. four Mules Waggon. the same land and personal property sold this day by said Nelson to said Macon and also the crops of every kind and discription to be grown on said place till the above notes are fully paid 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 1864 and if the said party of the first part shall fully pay to the second part debt with interest thereon, and the reasonable expenses hereof, by said 1st day of January 1864. then this Indenture is to be null and void. But upon default of such 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 Thirty days notice of the time and place of said sale by advertisement posted up at three public places and publication for 4 weeks in some Newspaper published in in this or adjoining County and out of the proceeds of such sale retain the said sum of $ 9953.84. and interest thereon and the reasonable costs hereof. and the ballance, if any pay to said party of the first part. Given under my hand & seal this day and year above written

J. J. Macon

The State of Alabama }
Shelby County } I J M McClanahan Judge of Probate for said County hereby certify that John E J Macon whose name is signed to the foregoing Conveyance and who is known to me. acknowledged before me on 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 26 day of January 1860

J. M. McClanahan
Judge of Probate

Filed & Recorded
4th day of Feby 1860.
J M McClanahan
J.o.P.