The State of Alabama }
Shelby County } This Indenture made and entered into this 7th day of April 1860 between R J Mitchell debtor of the first part and D N McCurdy

and J Holly Creditors of the second part. witnesseth; That whereas the said party of the first part being justly indebted to the party of the second part in the sum of Fifty three 40/100 Dollars due by two promissory notes (the first of said notes payable to D N McClanahan due on the 1st of December next & dated this day & bearing interest from date. the other of said notes is payable to Jefferson Holly for the same amt) and payable on or before the 1st day of December 1860. and if 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 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 following described property. Viz with One weak eyed bay Horse the same that said Mitchell has in his possession and also whatever Crop of Cotton the said Mitchell may raise or Cause to be raised the present year & the said Mitchell is together said Crop of Cotton and have the same put in Bales in good order. 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 of December 1860 and if the said party of the first part shall fully pay said indebtedness with interest thereon and the reasonable expenses hereof, by said 1st day of December 1860. then this Indenture 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 to the highest bidder for Cash. after giving Ten days notice of the time and place and said sale by advertisement posted up at three public places and out of the proceeds of said sale retain the said sum of Fifty three 40/100 Dollars and interest thereon and the reasonable Costs hereof and the ballance if any pay the said party of the first part. Given under my hand this day and year above written

Attest A M Elliot — R J his mark Mitchell (Seal)

L F Elliot — D N McClanahan (Seal)

The State of Alabama } I D M McClanahan Judge of Probate
Shelby County } for said County hereby Certify that R J Mitchell & D N McClanahan 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 contents of the conveyance executed the same voluntarily on the day the same bears date. And being sworn states that R J Mitchell the grantor in the conveyance executed the same voluntarily in his presence on the day the same bears date. that he attested the signing of the grantor's name and in the presence of the other witness subscribed his name as a witness in his presence

Given under my hand this 7 day of April AD 1860

Filed for Record 7th April 1860 — D M McClanahan

10th Day Same Month D M McC Judge — (Seal)