The State of Alabama }
Shelby County } This Indenture made and entered into this 10th day of May 1860. between Martin Kendrick deblor, of the 1st part and, Brasher & Caldwell & A. M. Lester Creditor, of the Second part. witnesseth: That whereas the said party of the 1st part is justly indebted to the party of the 2nd part. in the sum of Thirty Dollars due by Note dated May 10th 1860. and due 1st November next, and. A. M. Lester by note and S Brasher Security in two note due 1st Jany 1860. in sum, Thirty Seven 56/100 Dollars, and the said party of the first part being desirous to secure the payment of the said indebtedness; 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 first part. has sold. and hereby Sells And Conveys to the said party of the 2nd part the following described property, to wit One Small Waggon & One Yoke of Oxen and all of my Cotton Crop till said notes are 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 the said property until the 1st day of November 1860 and if the said party of the first part shall fully pay to the said party of the 2d part said debt with interest thereon; and the reasonable expenses hereof, by said 1st day of November 1860. 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 to the highest bidder, for cash. after giving 10. 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 sums of Thirty five 50/100 dollars due Brasher & Caldwell & Thirty Seven 56/100 dollars which said S Brasher is security to A. M. Lester and interest thereon And the reasonable costs hereof, and the ballance, if any, pay to the said party of the first part. Given under my hands and seals this day and year above written

Martin his + mark Kendrick LS
Brasher & Caldwell LS

The State of Alabama }
Shelby County } I N B. Mardis an acting Justice of the Peace for said County hereby Certify that Martin Kendrick & Brasher and Caldwell 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 they executed the same voluntarily on the day the same bears date. Given under my hand this 10th day of May A D 1860. N B. Mardis
Justice of the Peace

Filed for Record 10th May. Recorded 29 Same month 1860
J. M. McG Judge