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State of Alabama }
Shelby County } This Indenture made and entered into this the fifth day of July 1866. between Thos. J. Rae of the first part and Brasher & Caldwell of the second part Witnesseth: That the said Thomas J. Rae of the first part is justly indebted to Brasher & Caldwell of the second part in the sum of $34-28 by account due 1st. Jany last and being anxious to secure the payment of said indebtedness do hereby sell and convey my present Crop of Cotton to Brasher & Caldwell share and shared in trust as follows - It is hereby agreed that said Brasher & Caldwell hold said Cotton Crop in possession until 1st Jany

and if said Ray shall fully pay Brasher & Caldwell the said debt with interest thereon then this agreement is to be null & void. But upon default of such payment the said Basher & Caldwell is authorized to take in possession said Cotton and sell it to the highest bidder for cash, after giving ten days notice of the time & place of said sale by advertisement pasted up at three public places and out of the proceeds said sale retain the said amount named in this agreement and the ballance if any pay to the said Ray. Given under our hands this the 5th July 1860

Test J R Allen
D W Caldwell

T J Rae
Brasher & Caldwell

The State of Alabama } I J M McCleskey Judge of
Shelby County } Probate for said County hereby
Certify that James R Allen a subscribing Witness to the
foregoing Conveyance known to me appeared before
me this day and being sworn stated that T J Rae
& Wiggs Brasher & Caldwell the debtor & creditors in the
Conveyance Voluntarily Executed the same in his
presence and in the presence of the other subscribing
Witness on the day the same bears date: that he attested
the same in the presence of the Grantor and the other witness
and that such other witness subscribed his name as a
witness in his presence. Given under my hand this 12 July
1860

J M McCleskey
Judge of Probate

Filed for Record 13th July 1860 Recorded 13th same month
J M McC Judge