The State of Alabama }
Shelby County } This Indenture made and entered into this 17th July 1860 between Thomas J Freeman debtor of the first part, and Robert R Rushing Creditor, of the second part witnesseth That whereas the said party of the first part is justly indebted to the party of the ~~first~~ 2d part in the sum of Ninety Six 12/100 dollars due by a promissory note made by said Thos J Freeman of this date and payable before the first day of January next (1861) 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 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 unto the said party of the 2d part, the following described property, to wit One yoke of Oxen, about eight years old, One a bitter or mostly so with white face, the other white with brindle spots, and also another yoke of Oxen about four years old, and white with some yellow spots, and the other white with brindle striped spots, being the only two yoke of Oxen owned by me & now in my possession, also One four wheel Wagon, the only One owned by me, & now in my possession to have and to hold, as true 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 first day of Jany next 1861. And if the said party of the first part shall fully pay to the said party of the second part said debt and the reasonable expenses hereof, by said first day of January next 1861 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 Ten 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 sum of Twenty Six 12/100 Dollars and the reasonable Costs hereof and the balance if any, pay to the said party of the first part

Given under our hands & seals this day and year above written

Thomas J + his mark Freeman (Seal)

The State of Alabama } I A A Stewart a Justice of the
Shelby County } Peace in & for said County, hereby Certify that Thomas J. Freeman 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 17th day of July A D 1860

A. A. Stewart
J. Peace

Filed for Record 17th July 1860.
And Recorded 18th same month J M McClanahan Judge &c