Nelson To Feiney

This Indenture made and entered into this the 15" day of ~~August~~ July 1860 between H. W. Nelson of Shelby County and State of Alabama, debtor of the 1st part and Francis. E. Feiney of Hopkins County and State of Texas and Joseph. H. Posey of Jackson Parish and State of Louisiana & S. C. McKinzie of Washington County State of Texas creditors of the Second part and Wm. M. Hannah Trustee of the third part, Witnesseth that whereas the said party of the first part is justly indebted to Francis. E. Feiney of the Second part the sum of one thousand sixty three 80/100 evidence by a judgment in Shelby ~~County~~ circuit court in favor of Talladega Insurance Company vs said party of the first part at September

term 1858 which judgment was afterwards transfered to the said Francis. E. Finney of the Second part and hereby recognized and acknowledged as a valid debt due said party of the Second part and to the said Joseph H. Posey of the Second part due by promissory note bearing date December the 15th 1859 for the sum of one hundred & thirty six dollars payable one day after date and to the said S. E. McKenzie of the Second part one hundred dollars due by promissory note bearing date May 5th 1860 and payable one day after date now for and in consideration of the said several sums of indebtedness and in consideration of the further sum of one dollar in hand paid by the said party of the first part by the said party of the third part the receipt whereof is hereby acknowledged the said party of the first part has sold and hereby sells & conveys to the said party of the third part the following property To. Wit, Two Black mare mules one bay Mare mule one Bay horse Mule one horse mule one family Carriage & Harness one Buggy & Harness one ox waggon two yoke work oxen fifteen head cattle twenty Head Sheep one set Blacksmiths tools. Three Bed steads & furniture one dozen chairs one folding table & one Mahogany Book case to have & to hold in trust as follows it is hereby agreed that the said party of the first part is to retain the possession & use of said property until the first day of January 1862 and if the said party of the first part shall pay to the said parties of the second part said debts & interest thereon and reasonable expences hereof by said first day of January 1862 then this deed to be null & void but if default be made in such payment then the said party of the third part is hereby authorized to sell said property at public outcry for cash after giving twenty days notice by posting up such notice in three public places and out of the proceeds of said sale pay said debts interest thereon and expences thereof and the balance if any pay over to the said party of the first part, It is further agreed that this deed may be foreclosed at any time before the said first day of January 1862 by the consent of the parties of the first & second part, It is further agreed that the said party of the first may at any time

remove said property men out of the state of Alabama by first obtaining the consent of the said parties of the second part in writing. Given under our hands & seals this the day & year above written

H. W. Nelson {Seal}
Wm. M. Hannah {Seal}

The state of Alabama } I. C. F. Ellriott a Justice of the
Shelby County } Peace for ~~the~~ County of Shelby and state of Alabama hereby certify that H. W. Nelson and Wm. M. Hannah whose names are signed to the foregoing Conveyance and who are known to me on this day that being informed of the contents of the Conveyance they executed the same voluntarily on the day the same beears date, Given under my hand & seal this 13th day of July 1860

C. F. Ellriott J. P

Filed & Recorded 9th day of August 1860

J. M. McClanahan Judge