Antery
To
Allen, Rushing & Sawyer

The state of Alabama } This Indenture made and Entered
Shelby County } into this 21 of August 1860 between
Enoch Antery debtor of the first part and Allen Rushing & Sawyer creditor of the second part Witnesseth that whereas the said party of the 1st part is justly indebted to the party the second part in the sum of One hundred and seventy nine 22/100 dollars due by promissory note dated even date herewith and due 21st November next and that he owes an open account for goods now running for the year 1860 and payable on or before day of 185 and the said party of the 1st part being desirous to the payment of said indebtedness for & 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 1st part has sold and hereby sells and conveys to the said party of the 2nd part the following described property, to wit: his present crop about fifty acres of corn his entire crop both corn and cotton and one three quarter wagon to have and to hold in trust as follows, It is hereby agreed that the said party of the 1st part is to have & to ~~hold~~ retain possession of the said property untill the 25 day of November 1860 and if the said party of the 1st part shall fully pay to the said party of the second part said debt with interest with interest thereon and the reasonable Expenses hereof by said 25th day of November 1860 then this Indenture to be null & void. But upon default of such payment the said party of the 2nd part is hereby authorized to take into possession and sell said

property to the highest bidder for Cash after giving fifteen 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 and interest thereon and the reasonable Expences hereof and the balance of Any pay to the Said party of the 1st part.
Given under our hands and Seals this day & year above written.

Test Samuel Leeper

Enoch his X mark Aulery (Seal)

The State of Alabama } I John S. Pickens a Justice of the
Shelby County } Peace for Said County hereby certify that Enoch Aulery whose names are signed to the foregoing Conveyance and who are known to me acknowledge before me on this day that being informed of the Contents of the Conveyance they executed the same Voluntarily on the day the same beors date. Given under my hand this 24th day of August AD 1860

J. S. Pickens
Justice of the Peace

Filed & Recorded the 24th day of August 1860
J. M. McCanahan Judge