

This Indenture made and entered into this 3<sup>d</sup> day of September  
1860 between Millon Loyd debtor of the first part and Cavel & Son  
Samuel & Samuel Sleeper, David A. McCannan Brasher  
Caldwell and Amos W. Elliott Creditors of the second part  
and Samuel Sleeper Trustee of the third part. witnesseth  
That the said Millon Loyd is justly indebted to Cavel & Son

in the sum of four hundred and Eighty two <sup>85</sup>/<sub>100</sub> Dollars  
 due 19<sup>th</sup> November 1859, on which an attachment has  
 been sued out and levied upon the negro herein after  
 named. Returnable to the Circuit Court of Shelby County  
 and upon which judgement is to be returned at the next  
 term of said Court to be held up until 1<sup>st</sup> November next  
 to Sleeper and David A. McLanahan in the sum of  
 One hundred and fifty five dollars the amount of three  
 executions now in the hands of the Sheriff of said County  
 and in favor of said Sleeper Adm'r of J. H. Lander dec'd the  
 other two in favor of the State of Alabama at all vs said  
 Loyd and also levied upon said Negro and to David  
 A. McLanahan One hundred and two <sup>85</sup>/<sub>100</sub> Dollars  
 the amount of two judgments in his favor & said  
 Loyd before A. T. Mardis Justice of the Peace and interest  
 thereof to this date and to Brasher and Callowell the sum  
 of One hundred and Thirty three <sup>20</sup>/<sub>100</sub> in three judgments had  
 by the V. said Loyd on the 26<sup>th</sup> day of January last and to  
 Amos M. Elliott in the sum of One hundred and thirty  
 five 18 <sup>85</sup>/<sub>100</sub> Dollars in the judgment before one A. T. Mardis  
 Justice of the Peace on the 26<sup>th</sup> day of January  
 last which said several debts the said Milton Loyd  
 is desirous to secure the payment of. Now for and in  
 Consideration of the premises and the further Consideration  
 of five dollars to the said Milton Loyd in hand paid  
 the receipt whereof is hereby acknowledged the Milton  
 Loyd has sold and hereby sells Conveys and Transfers  
 to the said Samuel Sleeper the following described property  
 to wit a Negro Man named Nelson, subject only to a  
 deed in trust heretofore given to John Strain due  
 note of hand & co. w<sup>th</sup> Francis M. Loyd for Six hundred dollars  
 dated 13<sup>th</sup> April 1860, for land described therein, and hereby  
 with said note transfer the vendor's interest in said land  
 and the following described land to wit All that part  
 of the Rerestract of land lying on Busway Creek  
 which lies North of said Creek, supposed to contain  
 about One hundred and Eighty Acres more or less, subject  
 only to the purchase money due thereon to D. A. McLanahan  
 of whom said Loyd purchased the same, to have  
 and to hold said property subject only as above  
 and in trust as follows. It is agreed that said party  
 of third part is to take and hold the possession of said  
 Negro and note and said Loyd to retain the possession  
 and use of said land until the 1<sup>st</sup> day of November  
 next, and should the said Milton Loyd pay said

Severally) debts And calest hereon by said first day of November  
 next then this obligation to be null and void. But upon  
 the default of such payment then and in that event the  
 said Samuel Leeper is hereby authorized to sell said property  
 Negro at public outcry for Cash after giving ten days  
 public Notice by posting up notice at three public places  
 and out of the proceeds of said sale first pay to John F. Dunn  
 the amount of his debt in trust with the amount of  
 said three executions above described then the debt to  
 Garrett E. Sanders and then the other debts herein Secured  
 and should said Negro fail bring money enough to satisfy  
 said debts then to sell in the same Manner and upon  
 same notice said interest in said land and if need be  
 to sue upon said note and pursue the said widow  
 levies upon the land for which the sum was given until  
 all of the above debts are fully paid and the balance of  
 any pay over to said Milton Loyd. Given under my hand  
 and seal this day and year above written  
 In presence of J. T. Leeper

Milton Loyd SS

N B Mandis

The State of Alabama } On this 3<sup>d</sup> day of September in the  
 Shelby County } Year of 1860. Personally appeared  
 Milton Loyd and acknowledged the within Conveyance  
 to be his act and deed and I certify that I will know  
 the said Milton Loyd and that he is the same person  
 who is described in the within Conveyance and who  
 executed the same.

N B Mandis

Filed for Record 27<sup>th</sup> Septo Recorded 5<sup>th</sup> Janie Month  
 Justice of the Peace  
 J. M. Clanton  
 Prob. Probate