The State of Alabama }
Shelby County } This Indenture made and entered into this the 17th day of September 1860 between John A West of the first part and D. A. McClanahan & Co and L. A. McClanahan Creditors of the second part. Witnesseth, That whereas the said party of the first part is justly indebted to the parties of the second part in the sum of Sixty 10/100 Dollars due by two promissory Notes One dated 12th day of February 1859 and due One day after date for Seventeen 39/100 dollars and the other One dated 17th day of September 1860 and due the first day of January 1861 for Eleven 71/100 dollars. Also a judgement in favor of Joseph Roper obtained before J. W. McRae Esq on the first Saturday of August 1859 for thirty dollars with interest thereon from the first day of October 1859 upon which the said L. A. McClanahan is one of the Securities of the said party of the first part. 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 the receipt whereof is hereby acknowledged the said party of the first part has sold and hereby sells and conveys to the said parties of the 2d part the following described property to wit. All my crop of corn & fodder that I may raise or caused to be raised the present year also one dark Bay horse about fifteen years old. One eye out, now in the possession of the said party of the first part to have and to hold in trust 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 January 1861. and if the said party of the first part shall pay to the said parties of the 2d part said debt with interest thereon and the reasonable expenses hereof by said first day of January 1861 then this Indenture to be null and void. But upon default of such payment the said parties of the 2d 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 Sixty 70/100 dollars and interest thereon and the reasonable expenses hereof, and the ballance if any pay to the said party of the first part. Given under our hands & seals this day and year above written

John A West Seal
D A M Clanahan Seal
D A M Clanahan & Co Seal

The State of Alabama }
Shelby County } I N B Mardis an acting Justice of the Peace for said County hereby certify that John A West. D A M Clanahan & D A M Clanahan & Co whose names are signed to the foregoing Conveyance and who are known to me acknowledged before me on this day that being informed of the contents of the Conveyance they executed the same voluntarily on the day the same bears date, Given under my hand this 17th day of September A D 1860.

N B Mardis J P

Filed for, and recorded 18th Septr 1860
Julius C Tyler