The State of Alabama } This indenture made and entered into this
Shelby County } 29th day of January 1861 between A P Ferrell
and Robert G Mullins debtors of the first part and William M
Leaner creditor of the second part; Witnesseth that whereas
the said party of the first part is justly indebted to the party
of the second part in the sum of five hundred and sixty
Dollars due by the first of October in a bill of Exchange to
the Order of S & G T Lupus in Columbiana and payable at of-
fice 1st day of October 1861 and the said party of the first
part being desirous to secure the payment of said indebtedness
for and in Consideration thereof & 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 to the said party of the second
part the following discribed property to wit: S. E 1/4 of N E 1/4 - W 1/2
of N W 1/4 & S W 1/4 of S W 1/4 of S. E. 1/4 of Section 18 in Township
No 23 of Range No 14 East; Containing three hundred and
twenty acres & 26/100 also the S. E 1/4 of S E 1/4 and the S.W part of
the S W 1/4 of S E 1/4 & S E 1/4 of S W 1/4 and two thirds of N E 1/4 of S W 1/4
Section 17 in Township 23 Range 15. Also a negro girl named
Tabby aged about Eleven years old, 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 October after date 1861 and if the said party of
the first part shall fully pay to the said party of the second
part said debt with interest thereon and the reasonable ex-
penses hereof by said first day of October 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
property retain the said sum of five hundred & sixty dollars & 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 and seals the day and year above written

A P Ferrell S. S.
Robert G Mullins S. S.

The State of Alabama } I John Goodgame an acting Justice of the
Shelby County } Peace in and for said County hereby certify
that A P Ferrell & Robert G Mullins whose names are signed
to the forgoing Conveyance and who are known to me ac-
knowledged 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 the 29 day of January A D 1861

John Goodgame
Justice of the Peace

Filed for Record 29th January 1861 J. W. McClanahan C. C.