The State of Alabama } This Indenture made and entered
Shelby County } into this first day of February 1862
between R. S. Mitchell debtor of the first part. and D. A. McClanahan 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 Two hundred fifty two 64/100 due by a promissory note made payable to Said D. A. McClanahan bearing Even date with this Indenture And payable One day after date and the Said party of the first part being desirous to Secure the payment of Said indebtedness: for And in Consideration ~~of the sum of~~ thereof And for the further Consideration of the Sum of One dollar to the 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 2nd part the following described property to wit Eight head of Cattle now in my possession All my crop of Corn & Cotton that I may make or Cause to be made the present year and the following lands to wit S W 1/4 N E 1/4 N W 1/4 S E 1/4 and S E 1/4 S W 1/4 Section 15 Township 21 Range 1 East Containing One hundred and twenty acres more or less 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 1862 and if the Said party of the first part shall fully pay to the Said party of the Second part ~~the following described property to wit~~ Said debt with interest thereon And the reasonable expenses hereof by Said first day of January 1862 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 & Sell Said property to the highest bidder for Cash After giving Twenty 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 Two hundred & fifty 60/100 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 my hand and Seal this day and year above written

R. S. his + mark Mitchell (LS)
D. N. McClanahan (LS)

The State of Alabama }
Shelby County } I J M McClanahan Judge of Probate for Said County hereby Certify that R. S. Mitchell & D N McClanahan 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 1 day of February A D 1862

J M McClanahan
Judge of Probate

Filed for Record 1st Feby /62
Recorded 2d day of Same month.

J M McC Judge Probate