

The State of Alabama This indenture made and
 Shelby County 3 entered into this 26 day of February
 1861 between Robert Watton debtor of the first part
 and A. J. Lister Creditor of the 2nd part witnesseth
 That Whereas the said party of the 1st part is justly
 indebted to the party of the 2nd part in the sum
 of three hundred thirty four dollars due by notes
 the first payable on or before the day of

January 1862) and the party of the 1st 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 1st part in hand paid by the said party of the 2d 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 2d part the following described property to wit the South east quarter of the South East quarter of section Eleven in Township twenty of Range one West the east half of the North East quarter of section fourteen Township twenty the NW 1/4 of the SW 1/4 of section No 12 the NW 1/4 of the SE 1/4 of the NW 1/4 SE 1/4 of the SW 1/4 of section 13 except that portion lying on the SE side of Yellowleaf Creek all in Township twenty of Range one West to have and to hold in trust as follows It is hereby agreed that the said party of the 1st part is to have and retain possession of the said property until the 1st day of January 1862 and if the said party of the 1st part shall fully pay to the said party of the 2d part said debt with interest thereon and the reasonable expenses hereof by said 1st day of January 1862 then this Indenture is to be null and void But upon default of such payment the said party of the 2d part is hereby authorized to take into possession and 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 three hundred & thirty dollars and the reasonable costs hereof and the balance if any pay to the said party of the 1st part

Robert Watton & Co

The State of Alabama I James Bayley a Justice of the Shelby County I peace for said County hereby certify that Robert Watton whose names are signed to the foregoing Conveyance and who are known to me as known by me on the day that he is informed of the contents of the Conveyance he executed the same voluntarily on the day the same bears date

Given under my hand this 24th day of February A.D. 1861

James Bayley J.P.

Filed for record the 28th day of February 1861 & recorded the 24th day of March 1861.

J. M. McClanahan
Judge of Probate