To all to whom these presents shall come
Know ye that I Thos F Nash of Shelby County and
State of Alabama party of the first part for Securing the
payment of the money herein after mentioned and in
Consideration of the Sum of one dollar to me duly
paid by Bowers & Dunnam of the above named
County and State of the Second part at or before the
insealing and delivery of these presents the receipt whereof
is hereby acknowledged have bargained and sold
and by these presents do grant bargain and sell ~~parts~~
unto the said party of the Second part one Clay
bank mule one aye wagon and my gin Cotton
Corps of the present year and now in the possess
-ion of the party of the first part to have and to

hold all and singular the Goods and Chattels above bargained sold or intended so to be unto the said party of the second part their Executors administrators and assigns forever And I the said party of the first part for myself my heirs executors and administrators all and singular the said goods and Chattels above bargained and sold unto the said party of the second part their heirs executors administrators and assigns against me the said party of the first part and against all and every person will warrant and forever defend upon Condition that if I the said party of the first part shall will and truly pay unto the said party of the second part their heirs executors administrators or assigns the full sum of Seventy five Dollars on the first day of December next according to the tenor and effect of a Certain promissory note bearing even date herewith made by me in favor of the said Bowers & Dunham then these presents shall be void And I the said party of the first part do Covenant and agree to and with the said party of the second part that in case default shall be made in the payment of the said sum above mentioned then it shall and may be lawful for the said party of the second part with the aid and assistance of any person to enter my dwelling house and such other place or places as the said Goods and Chattels are or may be placed and take and carry away the same and to sell the above described goods and Chattels at public Vendue to the highest bidder for cash at Hillsborough within the usual hours of sale after giving ten days notice by advertising in writing and posting in three public places in Precinct No 5 and out of the money arising therefrom to retain and pay the said sum above mentioned or any part thereof that may remain unpaid at the time of said sale and all Charges touching the same rendering the Overplus (if any) unto me or to my executors or assigns and until default = ult be made in the payment of the said sum of money I am to retain in full and peaceable enjoyment of the same In Witness whereof I have hereunto set my hand and seal this 11-

day of May 1861. Thomas F Nais (L.S.)

The State of Alabama } I N W Bowers an acting Justice
Shelby County } of the Peace in and for said County Certify Thos F Nais whose name is signed to the foregoing Conveyance and who is known to me acknowledged before me on this day after being informed of the Contents of the Conveyance that he executed the same voluntarily on the day the same bears date Witness my hand this the 11th day of May A D 1861. N W Bowers J.P.

Filed the 14th day of May 1861 and recorded the 15th day of the same month. J M McClanahan Judge of Probate