

The State of Alabama This Indenture made and
Shelley County 3 entered into this 23rd day
October 1865 between Niles Hoston debtor of the 1st part
and David McElanahan Creditor of the second part
Witnesseth That Whereas the said Niles Hoston is justly
indebted to the party of the 2nd part for the sum of four
hundred & fifty five dollars for the sum of four
of the second part. Likewise the sum of the party of
the first part to and Edward Simpson as a debt for three
hundred & thirty dollars upon which said debt a writ
=ding against said party of the second part issued by
attachment Clammy \$445, and the said party of the 1st
part being desirous to secure the payment of said in
=debtedness provided in consideration thereof and for
the further consideration of the sum of one dollar
to the said party of the first part in said price by
the said party of the 2nd part the receipt whereof is here
=by acknowledged the said party of the 1st part has sold
and hereby sells and conveys to the said party of the
2nd part the following described property to wit two miles
Ten head of Cattle Twenty Acres of Wheat to be sown and
Grown and harvested and the ground over which the
said party of the first part now resides and
forty acres of land planted in Cotton and Cultivated
and pressed and by said party of the first part
said Wheat and Cotton to be sown the Corn to be
sown and planted in due time and Cultivated
in a proper manner 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 Judgment upon said suit is obtained against the party of the second part and if the said party of the 1st part shall fully pay to the said party of the 2nd part said debt with interest thereon and the reasonable expenses incurred by said term of said Judgment then this Indenture is to be null and void But upon default of such payment the said party of the 2nd part is hereby authorized to take into his possession and sell said property to the highest bidder for cash after giving thirty days notice of the time & 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 four hundred and forty four dollars and interest thereon costs of said suit and the reasonable costs hereof and the balance of any pay to the said party of the 1st part Miles Weston *JP* Given under our hands seals this day & J N McClanahan *JP* Samuel Luper *JP* prior above written

The State of Alabama, I E Seal a justice of the peace for Shelby County I said County hereby Certify that Miles Weston J N McClanahan and Samuel Luper 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 25 day of October A D 1865 -
 Stamp Nov 1st 1865 E. Seal J. P.

Filed for record the 1st day of November 1865 and recorded the 13th day of December 1865 J V B Morris Supr of Probate