

The State of Alabama This Indenture made and
 Shufly County entered into the 15th day of January
 1866 between J. J. Honeycutt debtor of the 1st part and
 Horace Warr Creditor of the Second part Whereby
 That Whereas the said party of the 1st part is lawfully
 indebted to the party of the 2nd part in the sum of
 the sum of 1800 dollars by promissory note of this day pay-
 able to said Horace Warr with interest from the 1st day
 of January 1866 and before the first day of December next and
 the said party of the 1st part being desirous to secure the
 payment of said indebtedness for and in Consider-
 ation 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 2nd 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 2nd part the following
 described property to wit the crop of Cotton that he
 may plant grow and gather the present year

and he the said Honeycut obligates himself to grant
and Cullivate a Cotton Crop sufficient to pay said
Sales of said debt with its interest & costs & to gather & haul
the same sufficient to pay said debt & to carry the
maturity of said note and the said mass & the sum
to have and to hold interest as follows I hereby grant
that the said party of the 1st part is to have and retain
possession of the said property until the 1st day of
January 1866 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 expen-
= ses thereof by said 1st day of January 1866 then
my intention 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 possession and sell
said property to the highest bidder for cash after
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 sale retain
the said sum of fifty thousand ³⁴⁰⁰ dollars and the interest
thereon and the reasonable costs hereof and the
balance of any sum paid to the said party of the 1st part
Grown under my hand and seal this day and
year above written

I J Honeycut J. P.
The State of Alabama I Enoch Seal a Justice of the
Shuler County I Declare for said County hereby
Certify that J. J. Honeycut whose names are signed to
the foregoing Conveyance who are known to me and
acknowledged before me on this day that being informed
of the contents of the Conveyance they executed the
same voluntarily and the same day the same be as
date Grown under my hand this 15th day of January 1866
E Seal J. P.

Filed for record 15 January 1866 and recorded the 3rd
day of February 1866 N. B. Mendenhall Secy of Records