James McAdory Plff, } Circuit Court Spring
Robert B Patton & } time 1861. The Plaintiff
Susan Clark Defts } claims of the Defendants
the sum of Eight hundred
and Sixty three 85/100 dollars due by promissory note made
by them on the Ninth day of February 1857,
and 16 February 1857 with interest thereon

Pastor & Martin & Peek Attorneys for Plff

Shffs Return Recd same day Jesse R Hudson
Shff. Executed 20 Feby 1861 by delivering a copy
of the Summons & Complaint to each Defendant
R Hudson Shff. 2d September 1861 Fall Term 1861

This day came the Plff by Atty and it appearing
that the Summons and Complaint in this cause
has been Executed more than three days
before the first day of the last term of
this Court and this being the first day of
the present term and no plea having been filed and
Defendants being now solemnly called came not
but made default. It is therefore considered
by the Court that the Plaintiff recover of
the Defendants the sum of Eight hundred
and Seventy six 85/100 Dollars the amt claimed
by Plff together with the costs in this behalf
expended for which Execution may issue

The State of Alabama } C. J. McWare Clerk of the
Jefferson County } Circuit Court of said County
that the foregoing is a true and correct transcript
of the foregoing cause as the same stands upon
the Record in this office Given under my hand
and private seal (there being no seal of office)
the same having been destroyed) at office in
Elyton this 6 day of July A D 1867. C. J. McWare (Seal)
Clerk,

Know ye Dustan Deans Friedman of Shelby County
in the State of Alabama is justly indebted unto Elias
B McClellan of the same place in the sum Twenty
five dollars bearing legal interest from the first day
of March A D 1867 by his promissory note bearing
even date with these presents payable to the said
E.B. McClellan or order and payable on or by the
Twenty fifth day of December next, and whereas the
said Dustan Deans is desirous of securing the said
debt with the understanding that he is at liberty
to pay the whole or any part of said note
before the same shall become due and payable
Now therefore I the said Dustan Deans in consid-
eration of the premises and of the sum of

one Dollar paid to me by E B McClellan the receipt
whereof is hereby acknowledged have granted bargained
sold and by these presents do grant bargain
sell and convey unto the said McClellan one cow
black & white spotted marked ~~[illegible]~~ crop off the
left and split and under bit in the right ear and
also my present crop of cotton which is now in
the possession of the said Deans and the said
Deans will gather and house the said cotton
crop in good order to have and to hold all
and singular the goods and chattles above bargained
and sold or intended so to be unto the said
party of the second part his executors administrators
and assigns forever in trust however that the
said E. B. McClellan if the said sum of money
or any part thereof shall remain due and
unpaid until the twenty fifth day of December
next shall make sale of the goods & chattles
herein conveyed at public vendue to the
highest bidder for cash on the premises
within the legal hours of sale having first
given ten days public notice of said sale
by posting the same at three of the premises
court grounds in said county of the time place
and terms of the sale and out of the money
arising therefrom to retain and pay the said
sum above mentioned and all charges touching
the same rendering the overplus if any unto
me or my executors administrators or assigns
and untill default be made in the payment
of said sum of money I am to remain &
continue in the quiet and peaceable possession
of the said goods and chattles and the full &
free enjoyment of the same In witness whereof
I have hereunto set my hand and seal this
the 22 day of July A D 1867 Graham his X mark (S)
Sealed and delivered in the
presence of Attest Josiah Pledger
Filed for Record 14th & recorded 16 day of August 1867
I certify that it has 80 cents worth Judicial Revenue
Stamps on it A B Hardie
Judge of Probate