

The State of Alabama }
 Shally County } Where as Singletun
 & Slaves of the County and State aforesaid
 are greatly indebted to Benet Davis of
 the same County and State in the sum
 of Seven hundred dollars as more fully
 appears by a certain promissory Note for
 that amount given by them the said
 Singletun & Slaves to him the said Benet
 Davis dated April the 18th 1868 and

due twelve months after date and bearing
interest ~~from~~ date and which said note
the said Singleton and Glover are anxious
and desirous to secure to the said Bennett
Davis. Now know all men by these presents
as well far and in consideration of the sum
of the premises as also the sum of five
dollars to us in hand paid by the said
Bennett Davis the Receipt whereof we do
hereby acknowledge, We the said Singleton &
Glover have bargained and sold and by
these presents do bargain sell and deliver
unto him the said Bennett Davis our
Entire Stock of Drugs and Medicines which
we have now on hand or may at any time during
the present year receive and also a certain tract
or parcel of land known and designated as fol-
lows to wit: $\frac{1}{2}$ of S E $\frac{1}{4}$ & N $\frac{1}{2}$ of S E $\frac{1}{4}$ Section
28 T19 R2E containing 160 acres more or less
To have and to hold said Stock of Drugs and
Medicines, and said described land and premises
from us our heirs or Representatives for ever
But upon trust nevertheless and upon the fol-
lowing Conditions that the said Singleton
and Glover are to retain said Drugs and
Medicines in their possession with the full right
and liberty of selling and disposing of them
as they may think proper, for their own
use and benefit. And to continue in the
possession of the said land and premises with
all the rights and privileges and profits arising
from the same for their separate use and
benefit until twelve months from and after ^{the date of,} this instru-
ment Or until default shall have been made
in the Payment of the within described note
But should said note remain unpaid until
the 15 day of April 1869, the time of its becoming
due either in the whole or part The said Bennett
Davis shall fully be authorized and empower-
ed then or at any subsequent time thereafter
at his own will and pleasure to take said
Drugs and Medicines and any notes and ac-
counts received for the sale thereof and
also said tract of land into his own
possession and after fixing the time
and place of sale and giving

Twenty days notice thereof by written advertisements at three public places in said County - sell at public auction to the highest bidder for cash all of said stock of Drugs and Medicines on hand and all of said tract of land or so much thereof as may be necessary to pay said note & first paying the expenses of said sale and the cost of this instrument pay and satisfy said note both ~~and~~ principal and interest out of the proceeds of said sale and the balance if any pay over to said Singleton & Glover as their representatives but should said note be paid at the date of its becoming due then this obligation shall be null and void. But otherwise to continue in full and force in law
 In testimony whereof witnesses our hands and seals this fifth day of May 1868
 Attest J. M. Kidd, Singleton & Glover

The State of Alabama }
 Shelby County }

J. J. Martin
 are acting Justice of the Peace in and for said County, duly sworn that Singleton and Glover (who are known to me) acknowledged before me on this date that being informed of the contents of the foregoing they signed the same voluntarily on the day the same bears date

(Witness my hand this May the fifth 1868

Filed May 15-day 1868

Recorded Aug 29/68

I Certify that it has five cents worth of Revenue Stamps on it

J. B. Hardie
 Judge Probate