Rushing John
To
G. W. Walls & Co

The State of Alabama } This Indenture made and
Shelby County } entered into this 23d day of
} April 1873 between John Rush
in debtor of the first part, and G. W. Walls & Co
Creditor of the second part witnesseth, That
whereas the said party of the first part is justly
indebted to the said party of the second part
in the sum of Forty dollars due by promissory
note and payable on or before the first
day of Nov 1873; and the said party of the
first part being desirous to secure the payment
of said indebtedness for and in consider
ation thereof, and for the further consid
eration of the sum of one dollar to the

said party of the 1st part in hand paid by the said party of the second part, receipt whereof is hereby acknowledged, the said party of the first part has sold and hereby sells and conveys to the said party of the 2d part the following described property, to wit; All my Beds and Bed clothing, One mare colt about 2½ yrs old sorrel or (Red) one hind foot got white on it and 2 Cows and Calves one red with white spot in forward with horns about 4 yrs old, and one red about 6 yrs old ~~with horns about 4 yrs~~ will have Calf in 2 or 3 mths and all my house furnishing Goods, all my plows, Stocks, tools and fixtures on the place all my hogs & Chickens, and all my Crop of Cotton and Corn that I may raise or cause to be raised this year 1873, 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 first day of November 1873; and if the said party of the first part shall fully pay to the said party of the 2d part, said debt with interest thereon and the reasonable Expenses hereof by said first day of November 1873 then this indenture is to be null and void, But upon default of such payment the said party of the ~~first~~ 2d part is ~~to have~~ authorized to take into possession and sell said property to the highest bidder for Cash after giving (5) five days notice of the time and place of said sale by publication in a newspaper if one is published in the County or by posting in three public places, and out of the proceeds of said sale retain the sum of Forty ($40.00) Dollars and interest thereon and the reasonable costs hereof and the balance if any pay to the said party of the first part,

John his + mark Rushing (Seal)
C. W. Walls & Co. (Seal)

Signed Sealed & delivered
this 22d day of April in
presence of
J. T. Lupin

The State of Alabama
Shelby County

I James T. Lupin Judge of Probate for said County, hereby certify that John Rushing & C. W. Walls & Co. whose names are signed to the foregoing Conveyance, and 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.
Witness my hand this 22d day of April 1873.
J. T. Lufsen
Judge of Probate

Filed for Record April 22d 1873 and Recorded May 16th 1873.
James T. Lufsen
Judge of Probate