

Comer
Steel
Sept 4

This Agreement made and entered into this 29th day of
October AD 1851 between Christopher C. Comer of the
first part and Alexandra Street, of the second part and James
R. Polley of the third part witnesseth that the said party
of the first part is justly indebted to the said party of the
third part in the sum of Twenty nine $37\frac{1}{2}$ / 100 dollars for which
the said party of the first part has executed to the said party
of the third part his promissory note bearing even date here
with payable one day after date and the said party
of the first part being desirous to secure the payment
of the said sum of money to the said party of the third
part now therefore in consideration of the above stated
promises and the further consideration one dollar in hand
paid to the said party of the first part by the said party
of the second part the receipt whereof is hereby acknowledged
the said party of the first part; hath
sold to the said party of the second part a certain bay
mare with a Blaze four and hereby sell and convey the
said mare to the said party of the second part to have &
to hold the same in trust as follows. It is hereby agreed
by the parties hereto that the said party of the first part
is to retain the possession and ~~possession~~ of the said mare
untill the 29th day of October next and if the said
party of the first part shall fully pay to the said
party of the third part the said sum of Twenty nine $37\frac{1}{2}$ / 100
dollars with interest thereon on or before the said 29th
day of October 1852. then and in that Event the above
and foregoing deed to be null and void, otherwise should
the said party of the first part fail to pay
said sum of money on or by the said 29th day of -
October 1852. then the said party of the second
part is hereby authorized in such default so soon
as requested by said party of the third part to sell
at public outcry for cash the said mare after giving
public of said sale by advertisement posted up at three
public places in Shelby County and out of the proceeds

of said sale to pay said debt with the interest thereon
and the reasonable expenses hereon and the balance if any
pay to the said party of the first part given under our
hands and seals this day and year above written

C. C. Corner. seal
 Alexandra ^{his} Steel. seal
 James R. Golly. seal

The State of Alabama,
 Shelby County } C. C. Corner Alexandra Steel and
 James R. Golly appeared in person and acknowledged
 that they signed sealed and delivered the above & foreg.
 ing Deed on the day it bears date for the purpose and con-
 ditions therein expressed. Witness my hand & seal this 30th
 day of October A.D. 1851. John McMillanahan
 Judge of Probate

Filed and recorded the 30 day of October 1851.
 John McMillanahan; Judge of Probate