

The State of Alabama, This Indenture made and Entered  
 Hubby county I into this 24<sup>th</sup> day of November  
 A D 1852 between Martin Kendrick of the first part &  
 Joseph Mc Dary & Meridian McVernon using the firm name  
 of Dary & Nelson 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 the amount of three promissory notes  
 of even date with this instrument each for Twenty five & 70  
 Dollars one due the 25<sup>th</sup> December 1853 and the other 25<sup>th</sup>  
 December 1854 & the other the 25<sup>th</sup> December 1855 all drawing  
 interest from date the payment of which said three  
 promissory notes the said party of the first part is willing  
 and anxious to secure to the said party of the second part  
 now in consideration of the premises as well as the sum  
 of one dollar to the said party of the first part and  
 paid by the said party of the second part the receipt of which  
 whereby acknowledged the said party of the first part has  
 this day bargained sold & conveyed & by these presents do hereby  
 bargain sell & convey to the said party of the second part  
 the following described property to wit one yoke of oxen about  
 five years old of redish color one an cow & a yoke two  
 cows one Black & the other white and a Black dark brown  
 sides & white back with three yearling colts and a bull Black  
 & white spotted & the other a heifer the color of the last described  
 cow a two year old heifer and white spotted & eight head



of ship all with to him and hold to the party of the second part to their use and behoof forever. The foregoing conveyance is subject to the following stipulations & conditions that is to say the said party of the first part is to remain in the peaceable & undisturbed possession of the aforesaid property until default be made in the payment of said notes or either or any part of either of them that upon such default the said party of the second is hereby authorized and empowered to seize & take in to possession said property and after advertising the time & place of sale at some public place in said county for twenty days before the sale sell to the highest bidder for cash said property or so much thereof as may be necessary to pay off said notes or so much thereof as may be necessary unpaid & should there be any surplus of said sales after paying said notes or so much of the same as may be then unpaid the said party of the second part is to pay such surplus if any to the said party of the first part but if the said party of the first part makes no default in the payment of said notes but fully pays the same according to their tenor & effect then the foregoing conveyance is to be void in toto but otherwise is to be and remain in full force & virtue. Witness the hands and seals of the said parties this the date first above written.

Martin H. Muddick seal  
Daisy & Nelson seal

The State of Alabama Personally appeared before Meby county me. Wm. H. Pope clerk of the Circuit court of Meby county the above named Martin Muddick and Henderson W. Nelson of the firm of Daisy & Nelson who acknowledged that they on this the 24 day of Nov 1852 signed sealed the foregoing instrument for the purpose & consideration therein expressed.

attest Wm. H. Pope clerk seal

Filed and Recorded in this office this 26th day of December A.D. 1852. John McElvaney  
Judge of Probate.