Terell & Kimbrough
To
Roper

The State of Alabama } This Indenture made and entered
Shelby County } into this 27th day of November 1853
between Nancy Terell and Thomas Kimborough of the first
part and Joseph Roper of the second part in the sum of
two hundred and fifty dollars due by promissory
note bearing even date herewith ~~due by~~ payable three
months after date in Alabama Bank notes and the
said parties of the first part being anxious and
desirous to secure the payment of said indebtedness
the said parties of the first part for and in consid
eration of the said indebtedness above mentioned and
the further consideration of one dollar to them
in hand paid by the said party of the
second part the receipt whereof is hereby acknowl
edged have bargained and sold and by these
presents do bargain sell and convey to the said
Joseph Roper. the following described property
to wit two horses one a sorrell and the other
a bay one two horse carrage and also the said
Nancy Terell as the daughter of Robert Crump who
was the Brother of Frances Shrader and as Representa
tive of her Brother Robert decd. one of the heirs
at law of said Frances Shrader deceased
do hereby sell and convey all right title claim and
interest she has or of right might claim
in and to the estate of said Frances Shrader
deceased and hereby authorize and empower
the said Joseph Roper in her name to sue for
and remove all such share or interest of or
in said estate which the said Nancy Terell might
in her own person have or claim in said estate
and do further bind themselves forever to ratify
and confirm all the acts of said Joseph Roper in
the use of the name of the said Nancy Terell and
all his acts to remove said share in said
Estate to have and to hold all and part
of said before described and granted property
and estate in trust as follows it is hereby agreed

that the said Nancy Farrell is to retain the possession and use of said Horses and Barrage in the County of Shelby state of Alabama untill default be made in the payment of said note according to the term thereof and in the event that said parties of the first part shall pay to said Joseph Roper said sum of two hundred and fifty dollars according to the term of said note then this indenture to be void and said Estate herein conveyed to revert in said parties of the first part but it is further agreed that in default of such payment therein that upon the said Roper is hereby authorised to sell said Horses and Cordage to the highest bidder for Cash after giving thirty days notice by advertisement posted up at three public places and to have and to hold the proceeds of said sale and to remove and hold so much of said Estate of said Frances Shrader decd as shall be fully sufficient to satisfy said debt interest therein together with all such Cost troubles & expences as he may have to lay out and expend in about the removing the possession of said estate and the premises generally and the ballance if any pay over to said parties of the first part

Given under our hands and seals this day and year above written

Test S. Seifer

Nancy her X mark Farrell (seal)

Thomas S. Timberoughs (seal)

Joseph Roper (seal)

The State of Alabama } I J M McClanahan
Shelby County } Judge of Probate hereby certify that Nancy Farrell and Joseph S Timberough whose names are signed to the foregoing Conveyance and who are 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 Given under my hand and seal this 28th November 1855 —

J M McClanahan
Judge of Probate

Filed and Recorded 28th Novem 1855 — J M McClanahan Judge Pro