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Holly J.

to

Strain. Wm.

The State of Alabama, Shelby County. } Know all men by these presents, that I, Jefferson Holley of said county, am justly indebted to William Strain of said county, by promissory note of this date for and in the sum of Eight Hundred and Eighty-~~three~~ 34/100 Dollars, due the first day of January next, which said debt I am willing and desirous to secure, to be paid at maturity thereof, or in default thereof empower the said William Strain to ~~release~~ realise the same if by him desired by sale of property without the delay or expense of a suit in Court. In consideration of which as well as of one dollar to me the said Jefferson ~~Holly~~ Holley in hand paid by said Wm. Strain, the receipt of which is here acknowledged, I the said Jefferson Holley have bargained and sold and do now by these presents bargain, sell, convey and confirm unto the said Wm. Strain the following described negro man to wit— James otherwise called Jim, dark complexion, about twenty-one years old now owned by me & in my possession: to have and to hold the said negro man unto the said Wm. Strain, his executors, administrators or assigns forever, the right & title to said negro man is hereby warranted against all claims or encumbrances whatever. In trust, however, and these presents are upon this condition that said Jefferson Holley is to retain the quiet & peaceable possession of said negro man until default be made in the payment of said debt, in which event the said Williams Strain his executors, administrators ~~or~~ assigns may so soon thereafter as he, his executor, administrator or assign may desire or think proper, seize & take said negro man unto his or their possession and after giving twenty days notice of time & place of the sale thereof may proceed and sell said negro man Jim at the Court-house door of said county to the highest bidder for cash, and of proceeds of said sale sufficient shall retain & pay

off whatever sum of money may be due & unpaid on said note the expenses of this conveyance & of said sale; the excess if any shall pay over to the said Holley or his order or legal representative. But if said debt is fully paid off and discharged on or by the said first day of January next, then this conveyance to be utterly void & of no effect. In witness of which I hereto set my hand & seal this 3rd day of March, 1859.

Jefferson Holly {Seal}

The State of Alabama, } I, John M. McClanahan,
Shelby county. } Judge of ~~Probate~~ the Court of Probate of said county, hereby certify that Jefferson Holley whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that being informed of the contents of the conveyance he executed the same voluntarily on the day the same bears date. Given under my hand this the 3rd day of March, 1859.

J. M. McClanahan,
Judge of Probate of Shelby Co. Ala.

Filed & recorded 3rd March, 1859.

~~Judge of Pro~~ J. M. McClanahan, Judge of Pro.