

Green
Go
Habor

This Indenture made and entered into this 9th day of November A. D. 1857 between Elisha Green of the first part Grenah Habor of the second part and James Gregory of the third part all of the County of Shelby and State of Alabama Whereas the said party of the first part is jointly indebted to the said party of the second part

in the sum of two hundred and twenty four
 dollars (\$240) due the first day of January 1858 due by
 note in writing dated the 9th day of November 1857
 now therefore witnesseth that the said party of
 the first part being anxious and desirous of securing
 the future payment of said note unto the said party
 of the second part, in consideration therefore of
 the premises and the further consideration of one
 dollar to me in hand paid by the said party of
 the second part doth grant bargain sell and
 convey and by these presents have granted bargain-
 ed and sold unto the said party of the third part
 the following land and personal property to wit:
 the West half of the North East Quarter and
 North East Quarter of the North East Quarter of
 section No 23 in Township No 24 of Range No
 13 East containing one hundred and twenty acres and
 18 3/4, 00 also the North West Quarter of the South West
 Quarter of Section No 24 in Township No 24 of Range
 No 13 East containing thirty nine and 50, 00 acres
 all in Shelby County and State of Alabama, also
 my growing Crop of Cotton and Corn (viz) about
 twenty acres in Cotton all of which is in fields
 near my house To have and to hold unto the said
 party of the third part his heirs and assigns forever
 together with the hereditaments appurtenances
 therunto belonging. In trust nevertheless that
 if the said party of the first part shall pay or
 cause to be paid the full amount of the above
 and before mentioned note with interest on or
 before the first day of January 1858 then this deed
 of trust is to be null and void But if the said
 party of the first part fails to pay or cause to be
 paid the whole or any part of said note on or by
 the first day of January 1858 then the said
 party of the third part is hereby authorized and
 empowered to seize and take possession of the
 said land and crop herein conveyed and sell
 the same to the highest bidder for cash in
 the town of Montevallo upon first giving
 twenty days notice by posting up a written no-
 tice at Montevallo and on the premises and ap-
 propriate the proceeds of said sale to the satis-
 faction of this deed of trust and the residue to
 the said party of the first part. In testimony
 whereof we have herewith set our hands and
 seals the day and day above written.

Elisha ^{his} Greenwell
 French Nabors
 James Gregory

The State of Alabama, J. D. W. Prentice an acting
 Shelby County Justice of the Peace in and
 for said county and state do hereby certify that E-
 lisha Greene Church & Nabors and James Gregory
 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 9th day of November 1857
 J. D. W. Prentice J. P.

Filed for record 16 Nov 1857

J. M. McClanahan
 Judge of Probate