

Kilgore The State of Alabama, This Indenture made
 Go Shelby County and entered into this 9th
 Day day of January 1858 between James M. Kilgore and
 Louisa his wife debtor of the first part and Reed-
 ham Day Creditor of the second part. Witnesseth
 That whereas said party of the first part is justly in-
 debted to the party of the second part in the sum of
 four hundred and six dollars due by promissory
 note of this date, made by the said James M. Kilgore
 payable to said Reedham Day or Bears with interest
 thereon from 25 day of December 1857 and payable
 on or before the 25 day of December 1858. and the
 said party of the first part being desirous to secure
 the payment of said indebtedness for and in con-
 sideration thereof and for the further consideration
 of the sum of one dollar to the said party of the
 first part ~~has~~ paid by the said party of the sec-
 ond part, the receipt whereof is hereby acknowledged
 the said party of the first part has sold and hereby
 sell and conveys to the said party of the second part
 the following described property to wit. a tract of
 land known as the North East quarter of the South
 East quarter and the South East quarter of the
 North East quarter of Section ²⁰ twenty and the
 North West quarter of the North West quarter
 of Section ²¹ twenty one of Township twenty
 one of Range ²¹⁻¹⁶ one East containing one hun-
 dred and twenty acres more or less situated in

Said County of Shelby and Cuskaussa Land dis-
 trict to have and to hold in trust as follows. It is
 hereby agreed that the said party of the first part
 is to have and retain possession of the said property
 until the 25 day of December 1858 and if the said
 party of the first part shall fully pay to the said par-
 ty of the second part said debt with interest thereon
 and the reasonable expenses hereof by said 25 day of Decem-
 ber 1858 then this Indenture to be null and void. But
 upon default of such payment the said party of the
 second part is hereby authorized to take into possession
 and sell said property to the highest bidder for Cash af-
 ter giving twenty days notice of the time and place of
 said sale by advertisement posted up at three public
 places, and out of the proceeds of said sale retain the
 sum of four hundred and six dollars and interest
 thereon and reasonable costs hereof 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

Attest A. A. Sterrett {

James M. Kilgore JS
 Louisa W. Kilgore JS

The State of Alabama, J. A. A. Sterrett a Justice of
 Shelby County the Peace in and for said Coun-
 ty hereby certify that James M. Kilgore and Lou-
 isa W. Kilgore his wife 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 Con-
 veyance they executed the same voluntarily
 on the day the same bears date. Given under
 my hand this 16th day of January A. D. 1858

A. A. Sterrett

Justice of the Peace
 Shelby County
 Ala.

Filed for record 21 Jan'y 1858

J. M. McClanahan

Judge of Probate