

Kindrick The State of Alabama, This Indenture
 Shelby County } made and entered in
 Gr to this 10th day of February 1858 between Mar-
 tin Kindrick Debtor of the first part and
 Brasher S. Brasher & Co & S. Brasher Creditor of the
 second part Witnesseth that whereas the said
 party of the first is justly indebted to the par-
 ty of the second part in the sum of eighty
 one & 9/100 dollars (\$81.09) due by promissory
 note dated first January 1858 and due one
 day after date to S. Brasher & Co and whereas
 the said S. Brasher is the security of said Mar-
 tin Kindrick on three promissory notes
 payable on or before the 1st January 1859 two
 of them in favor of John G. Cromwell and the
 other in favor of Daniel Kinnally both a-
 mounting one hundred & ninety eight 56/100
 dollars and the said party of the first part
 being desirous to secure the payment of said
 indebtedness and to protect his security
 for and in consideration thereof and for

the further consideration of the sum of one dollar to the said party of the first part in hand paid by the said party of the second part the receipt whereof is hereby acknowledged the said party of the first part has sold and hereby sells and conveys to the said party of the second part the following described property to wit: S W $\frac{1}{4}$ of the S E $\frac{1}{4}$ and the East half of the S W $\frac{1}{4}$ and the N W $\frac{1}{4}$ of Sec 27 T 19 Range one West containing 160 acres more or less, One yoke of Oxen about four years old of speckled color and one tolerable heavy two horse waggon 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 first day of January 1859 and if the said party of the first part shall fully pay to the said party of the second part said debt with interest thereon and also said security debts and the reasonable expenses hereof by said 1st day of January 1859 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 in to possession and sell said property to the highest bidder for cash after giving twenty days notice of the time and place of said sale by advertisement posted up in three public places and out of the proceeds of said sale retain the sum of eighty one & $\frac{1}{100}$ dollars and interest thereon and all that said Brasher has to pay as security on the above described notes and interest on the same and the 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

Martin ^{his} Kindrick & S
Brasher

Attest Mrs. Perry

S. Brasher

The State of Alabama } S. Brasher & Co
Shelby County } J. M. McCanahan
Judge of Probate in and for said County hereby
certify that Martin Kindrick and S. Brasher
for himself & S. Brasher & Co 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 this 10th day
of February A.D. 1858 J. H. McClanahan
Judge of Probate
Filed for record 10th February 1858
J. H. McClanahan
Judge of Probate