

Smith M. D. The State of Alabama This Indenture made and
 Co. Shelby County I entered into this 18 day of
 Jos. Roper February 1858 between Marshall B. Smith the debtor
 of the 1st part and Joseph Roper the Creditor of the 2^d
 part Witnesseth that whereas the said party of the
 1st part is justly indebted to the party of the 2^d part
 in the sum of Two thousand two hundred and ninety
 29/100 dollars by promissory note dated this day and
 payable two years after date with interest from date
 and the said party of the 1st part being desirous
 to secure the payment of said indebtedness for
 and in consideration thereof and for the further
 Consideration of one dollar to the said party of
 the 1st part in hand paid by the said party of the
 2^d part the receipt whereof is hereby acknowledged
 the said party of the 1st part has ~~paid~~ sold and
 hereby sells and conveys to the said party of the
 2^d part the following described property to wit
 Section 16 Township 20 Range 1 East and all of Section
 17 same Township & Range except the S W $\frac{1}{4}$ of S W $\frac{1}{4}$ V
 & except the N E $\frac{1}{4}$ of N E $\frac{1}{4}$ - the N E $\frac{1}{4}$ the N E $\frac{1}{2}$ of
 N W $\frac{1}{4}$ the E $\frac{1}{2}$ of S E $\frac{1}{4}$ the N W $\frac{1}{4}$ of S E $\frac{1}{4}$ & the N E $\frac{1}{4}$ of
 S W $\frac{1}{4}$ all in Section 18 same Township and
 Range the S E $\frac{1}{4}$ of S E $\frac{1}{4}$ the W $\frac{1}{2}$ of S E $\frac{1}{4}$ the E $\frac{1}{2}$ of
 S W $\frac{1}{4}$ in Section Seven same Township & Range

The $W\frac{1}{2}$ of $NW\frac{1}{4}$, the $S\frac{1}{2}$ of $NW\frac{1}{4}$ + $SW\frac{1}{4}$ of $SE\frac{1}{4}$ in Section Eight
 same Township & Range and the $NW\frac{1}{4}$ of Section Twenty
 one same Township & Range containing Twenty one
 hundred & twenty acres more or less and being the
 present residence of the party of the 1st part to have
 and to hold in trust as follows It is hereby agreed
 that the said party of the 1st part is to have & to re-
 tain the possession of the said property until the
 18 day of February 1860. and if the said party
 of the 1st part shall fully pay to the said party of
 the 2^d part said debt with interest thereon and the
 reasonable expenses hereof by said 18 day of February
 1860. then this indenture to be null and void but
 upon default of such payment the said party of
 the 2^d part is hereby authorized to take into possession
 and sell said property to the highest bidder for cash
 after giving thirty 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
 said sum of Two thousand two hundred & ninety & 2/100
 dollars and interest thereon and the reasonable costs
 hereof and the balance if any pay to the said party
 of the 1st part. - Given under our hands and seals this
 day and year above written M. B. Smith *CD*
 Attest Joseph Roper *CD*

The State of Alabama
 Shelby County I, J. James T. Super Register in
 Chancery for said County hereby certify that Marshall
 B. Smith & Joseph Roper whose names are signed
 to the foregoing conveyance & who are known to me as
 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 18th day of February A.D. 1858.
 James T. Super Register.

Filed & Recorded 19th February 1858.

Geo M. McClanahan Judge of Probate