

Payne The State of Alabama, This Indenture
 Go Shelby County I made and entered
 Brasher into this 21st day of April 1868 between
 & Caldwell Loutentius Payne Debtor of the first part
 and Brasher and Caldwell Creditor of the
 second part. Witnesseth that whereas the said
 party of the first part is justly indebted to
 the party of the second part in the sum
 of sixty six 87/100 dollars due by two
 promissory notes for thirty three 4/100 dollars
 each dated first January 1868 and payable
 the same day and the said party of the first
 part being desirous to secure the payment
 of said indebtedness for and in considera-
 tion thereof and for the further considera-
 tion of the sum of one 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 here-
 by sells and conveys to the said party of
 the second part the following described
 property to wit: the West half of the North
 West quarter and South East quarter
 of a North West and North half of
 South West quarter of Section Twen-
 ty line Township Twenty Range Two West
 containing two hundred and 40/100
 acres 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 1869
 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 the reasonable expenses hereof by said first day of January 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 after 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 said sum of sixty six & 2/100 dollars and interest thereon and the reasonable costs hereof and the balance if any pay over to said party of the first part.

Given under our hands and seals this day and year above written.

Antentionous Payne & S
The State of Alabama, J. H. V. Nobors
Shelby County } Justice of the
Peace for said County hereby certify that
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 he executed the same voluntarily on the day the same bears date. Given under my hand this 21st day of April A. D. 1858. J. H. V. Nobors
Justice of Peace

Filed for record 21 April 1858

J. L. McCanehan
Judge of Probate