

Wilder
to
Neely

The State of Alabama: This Indenture made & entered into this the
Shelby County 3rd day of May 1860 between Gamis Wilder
debtor of the 1st part and Joseph D. Neely creditor of the 2nd
part Witnesseth that whereas the said party of the 1st part is
justly indebted to the party of the 2nd part in the sum of one
hundred dollars due by ~~promissory~~ note and payable on
or before the 25th day of December 1859 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 the sum of one dollar to the said party of the 1st part in hand
paid by the said party of the second part the receipt whereof
is hereby acknowledged the said party of the 1st part has sold
and hereby sells & conveys to the said party of the 2nd part
the following described property to wit: the $\frac{1}{2}$ of NW $\frac{1}{4}$ of Sec 36 T 19 R 2 W
the $\frac{1}{2}$ of NE $\frac{1}{4}$ of NW $\frac{1}{4}$ and the $\frac{1}{2}$ of SW $\frac{1}{4}$ of Sec 36 T 19 R 2 W
also the crop growing on said land to have & to hold in
trust as follows: It is hereby agreed that the said party of the
1st part is to have & to retain possession of said ~~land~~ property
until the 25th day of December 1860 and if the said party
of the 1st part shall fully pay to the ~~land~~ said party of the
2nd part said debt with interest thereon and the reasonable
expenses hereof by said 25th day of December 1860 then this Inden-
-ture is to be null & void. But upon default of such payment
the said party of the 2nd 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 & 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 one hundred dollars and interest thereon and the
reasonable ~~expenses~~ ^{costs} hereof and the balance if any pay to the said
party of the 1st part. Given under my hand & seal this day
& year above written
Gamis Wilder (S)

The State of Alabama: E. C. Horton an acting Justice of the Peace
Shelby County } for said County hereby certify that Gamis
Wilder whose name is signed to the foregoing Conveyance &
who is 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 & seal this day & year 25th day of May AD
1860

E. C. Horton J. P.
Filed & Recorded 19th Sept 1860
J. M. McElanahan Judge, Probate