The State of Alabama }
Shelby County } This Indenture made and entered
into this 12th day of March 1861 between Abram W Sadler
party of the first part & James T Luper trustee of the second
part & Allen & Rushing a firm composed of William M
Allen & Robert R Rushing & Boasher & Caldwell a firm
composed of Samuel Boasher & David W Caldwell
parties of the third part all of the County of Shelby and
State of Alabama witnesseth that whereas the said
party of the first part is justly indebted to the said
Allen & Rushing in the sum of one hundred & twenty
five 95/100 dollars due by a promissory note bearing
even date herewith & payable one day after the date

thereof and is also indebted to Bourskin & Caldwell in the sum of four hundred & seventeen dollars due by a promissory note bearing even date herewith & payable one day after date and whereas the said party of the first part is anxious and desirous to secure the payment of said indebtedness to said parties of the second part herein before set forth Now therefore for and in consideration of the premises & for & in 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 this day bargained and sold and by these presents doth bargain sell and convey to the said party of the second part the following described lands to wit The E½ of the NE¼ the NW¼ of the NE¼ the W½ of the SE¼ the SW¼ of the NE¼ the NW¼ of the SW¼ of Section No 3 Township 18 Range 9 East situated in Tuscaloosa land District containing two hundred & eighty acres more or less 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 the use and possession of said property until the first day of November 1861. and if said party of the first part shall pay to said parties of the third part the debts herein before described with interest thereon by said first day of November 1861. then this Conveyance to be void & the title to said property to revert in said party of the first part as fully as though this Conveyance had not been made but should the said party of the first part fail to pay said indebtedness & interest thereon or any part thereof then and in that event the said party of the second part is hereby authorized & empowered to take possession of said land after giving twenty days notice of the time & place of sale proceed to sell said lands on the premises at public outcry for cash & with the proceeds of said sale pay off said debts & interest thereon & the expenses hereof In testimony whereof the 1st & second part have hereunto set our hands and affixed our seals the day and year first above written in triplicate

H W Tarsley (Seal)
Geo. T. Cooper (Seal)

The State of Alabama } I N B Murphy an acting Justice
Shelby County } of the Peace in and for said
County hereby Certify that H W Lawley and Lenier T Lupo
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 12th day of March A D 1861 N B Murphy
Justice of the Peace

Filed the 12th day of March 1861 and recorded the same
Month the 25th day of ditto
J Mc Clanahan
Judge of Probate