

The State of Alabama
 Shelby County 3 This instrument made and entered
 into this 19th day of January 1866 between Messrs
 Jamesor debtor of the 1st part and John R. Vance Creditor
 of the second part (Witnesses That Whereas the said party
 of the 1st part is justly indebted to the party of the 2^d part
 in the sum of Seven hundred dollars due by
 promissory notes dated the 19th day of January 1866
 and payable as aforesaid the 31st day of December
 1866 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 consid-
 -eration of the sum 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 sold and hereby sells and conveys to the said party of the 2d part the following described property to wit The South East quarter of Section Thirty Three in Township Twenty Three and Range fifteen East in the District of Land Subject to Sale at Tuscaloosa Alabama Containing one hundred and fifty nine acres and Seventy Three hundredths of an acre also the South East Quarter of the North East quarter Sec 33 Township 23 Range 15 East Containing Twenty acres and the South West Quarter of Sec 34 in Township 23 of Range 15 East Containing one hundred and fifty acres & 4/100 The Cops to be grown by said Kimer the present year are set of Blacksmith Tools are two horse mow and horse and mule twenty head of goats twenty five head of hogs twenty head of Cattle and all of the Corn fodder wheat Shuck &c now in hand to have and to hold in trust as follows It is hereby agreed that the said party of the 1st part is to have and retain possession of the said party until the 25 day of December 1866 and if the said party of the 1st part shall fully pay to the said party of the 2d part said debt with interest thereon and the reasonable expenses hereof by said 25 day of December 1866 then this Indenture is to be null and void But upon default of such payment the said party of the 2d 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 Twelve hundred dollars & interest thereon and the reasonable costs hereof and the balance of any pay to the said party of the 1st part Given under our hands and seals this day and year above written A. Kimer

The State of Alabama J. N. B. Morris Judge of Probate Shelby County 3 for said County hereby Certify that Alexander Kimer whose name is signed to the foregoing Conveyance and who is known to me acknowledge before me on this day that being informed of the contents of the Conveyance he executed the same voluntarily in the day the same bears date Given under my hand this 19th day of January AD 1866

J. N. B. Morris Judge of Probate Filed for record the 19th day of January 1866 and recorded the 21st day of May 1866

Judge of Probate