Whereas Sye Posey Col. of state of Alabama & County of Shelby is justly indebted unto John Cosley of the same place in the sum of One hundred Dollars by his promissory notes bearing even date with these presents payable to the said John Cosley or his order as follows One for Fifty Dollars Due Jan 1st 1869 & the other Due March 1st 1869 and whereas the said Sye Posey Col is desirous of securing the payment of said Debt with the understanding that he is at liberty to pay the whole or any part of said notes before the same shall becom due Now therefore I the said Sye Posey Col in consideration of the premises of the sum of One Dollar to me in hand paid by R. L. Filippin of the State & Cty before mentioned the whereoff is hereby acknowledged have granted bargained and sold unto the afforesaid R. L. Filippin and his apigns forever The following Described property One gray Mare Eight years old and one set of Black Smith tools the set that he now uses as his own in Harpersville with all his interest in the lot upon which said shop is Located

To have and to hold the same to the said R L Filippin and his apigns in trust however that the the said R. L. Filippin if the said sum of money or any part thereoff shall remain due and unpaid after the Tenth day of March 1869 shall make sale of the property herein conveyed

in Harpursville at public Sale after ten days notice thereoff and deliver the property to the highest bidder and after paying said notes with the cost of this trust shall pay the remainder if their should be any to the said Sye Posey ~~ceo~~ or his lawful representatives and I the said Sye Posey do hereby waive all rights that I may have under any Stay Law.

This November 17th 1868 — Sye his x mark Posey

Witness, L. A. Norris.

Filed for Record the 29th day of December 1868 and Recorded the 14th day of January 1869 and I hereby certify that said Deed has upon it — worth of Federal Stamps

P. B. Harris
Judge of Probate