The State of Alabama } This Indenture Made &
Shelby County } entered into this 9th day of
January 1869 between Benjamine Nelley a
Freedman and Lucinny Nelley his wife parties
of the first part and John B. Wilson party of the
second part, Witnesseth that whereas the said
Benjamine Nelley a Freedman is justly
indebted to the said party of the second
part in the sum of One Thousand dollars
evidenced by two promissory Notes bearing even
date herewith for five hundred dollars each
One due the first day of January 1870 and
the other due the first day of January 1871 being

for the ballance purchase money of the lands hereinafter described and the parties of the first part being anxious and desirous to secure the full payment of said purchase Money. Now therefore in Consideration of the premises the said parties of the first part have bargained and sold and by these presents do grant bargain sell and Convey to said party of the second part the following described lands lying and being in said County to wit The NE 1/4 & the E 1/2 of the NW 1/4 & the W 1/2 of the SE 1/4 of section One Township 22 Range One west Containing 320 acres more or less also all the Crops of Cotton which the said Ben Nelly may Cultivate and raise in the year 1869 To have and to hold to said party of the second part and to his heirs and assigns forever In trust however upon the following Conditions that if said Ben Nelly shall pay off and satisfy said Notes & any and all interest thereon as the said Notes fall due then this Conveyance to be void & of no effect and the title to said property to revest in said parties of the first part as fully as though this Conveyance had not been made but should said Ben Nelly fail to pay said Note due on the first day of January 1870 or any part thereof at its maturity then said party of the 2nd part is hereby fully authorized and empowered to take possession of said property Real and personal and after giving 10 days notice of the time and place of sale by posting notice at the door of the Courthouse of the County proceed to sell said property at public auction for cash and with the proceeds of sale pay off said Notes & interest and also pay off in full of the proceeds will extend so far the note due January 1871 but should said Ben Nelly pay off in full the note due January 1st 1870 then the power of sale is restrained until the first day of January 1871 when if the said Ben Nelly shall fail to pay off the note falling due that day or any part thereof then the party of the 2nd part is authorized and empowered to take possession of said property & sell the same in the mode and manner hereinbefore specified and with proceeds pay pay off said note and interest on whatever may remain due thereon the party of the first part to retain possession of said lands until

the day of this deed. In testimony whereof the Parties of the first part have hereunto set their hands & seals the day & year above written

Benj his X mark Nuley (Seal)
Luranny her X mark Nuley (Seal)
J. B. Wilson (Seal)

The State of Alabama } I Paul H. Lewis an acting
Shelby County } Justice of the Peace in and for said County hereby Certify that Benjamin Nuley & Luranny Nuley whose names are signed to the foregoing Conveyance & 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 19th day of January 1869, A.D.

Paul H Lewis
Justice, of, the, Peace,

Filed for Record the 23 day of January 1869 and Recorded the 28 day of same month and I hereby Certify that said Deed has upon it One dollars worth of Federal Stamps

N B Harris
Judge of Probate