P

The State of Alabama } This Indenture made and entered
Shelby County } into this 17th day of April A.D.
1869 between Thomas E. Culver Thos A. Culver & Robert
B. Culver of the first part Thos. Lynch of the second
part & Francis Walker of the third part all
of the County of Shelby, and State of Ala Whereas
the said party of the first part is legally indebted
unto the said party of the second part in the sum
of three hundred dollars evidenced by a promis-
sory note bearing even date with these presents
& due and payable the 15th day of November
after date Now therefore witnesseth that the said
party of the first part being anxious to secure
the future payment of the said note unto the
said party of the second part in consideration

Thousand of the proceeds and the further consideration of one dollar to us in hand paid by the said party of the second part do hereby grant bargain sell & convey unto the said party of the third part the following personal property to wit one bay black horse named Robert & one Gray horse also one growing crop of corn & cotton on the Killough land for the 1879 consisting of about forty acres in cotton & about thirty five in corn subject to the rent to him & to hold unto the said party of the third part his heirs & assigns forever In trust nevertheless that if the said party of the first part shall pay or cause to be paid the full amount of the promissory note with interest on or before the 15th day of November next then this deed of trust to be null & void but if the said party of the first part fails to pay or cause to be paid the full amount of said note on or before the 15th day of November the said party of the third part is hereby authorized & empowered to sell & dispose of said horses & growing crop for the most they have been conveyed & sold to the highest bidder for cash in the town of Montevallo after first giving ten days notice by posting up written notices at two public places in Shelby County Ala and appropriate the proceeds of said sale to the satisfaction of the debt of trust & all costs and the residue to the said party of the first part In testimony whereof we have hereunto set our hands & seals the day and date above written

T E Tyler (Seal)
T A Tyler (Seal)
R B Tyler (Seal)
Thos Lynch (Seal)
Francis Walker (Seal)

The State of Alabama }
Shelby County } I John P Morgan an acting Justice of the peace in and for said County & State do hereby certify that Thos E Tyler Thos A Tyler and Robert B Tyler & Thomas Lynch & Francis Walker 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

Convigance they executed the same voluntarily on the day the same bears date Given under my hand & seal this the 17. day of April A D 1869.

Jno P Morgan J. P.

No 300 Montevallo A D 1869

In Consideration of Thos Buckland now to be Bucks Corn & Governors advanced and to be advanced this year by Thomas Lynch to enable us to make a crop in this year on Kellenghs place in Shelby County Ala That said Bucks Corn & Governors has been obtained bonafide for the purpose of making a crop & without said advance it would not be in our power to procure the necessary provisions to make a crop this year.

Attest

Jno P. Morgan

T E Lyles
T A Lyles
R B Lyles

Filed the 29. day of June 1869 and revoked the 30th day of June 1869 and I certify that the end has upon it fifty Cents worth of Federal internal revenue Stamps N H Morris

Judge of Probate