The State of Alabama }
Shelby County } This Indenture made and entered into this 30th day of November 1869 between Joseph Tinney of said County debtor of the 1st part and Louisa E Fair of said County creditor of the 2nd part Witnesseth: That whereas the said party of the 1st part is justly indebted to the party of the 2nd part in the sum of five hundred dollars due by promissory Note of this date and payable on or before the first day of December 1870 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 consideration of the sum of one dollar to the said party of the 1st part in hand paid by the said party of the 2nd 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 2nd part the following described property to wit; the North west quarter of Section 23 - except the ground covered by the a grove - also the South west quarter of Section 23 - & the South half of the North East quarter of Section 23 - also the South half of the South west quarter of Section fourteen & the South half of the South East quarter of Section fourteen - also the South west quarter of the South west quarter of Section 24 - & the East half of the South East quarter of Section 22. and the North half of the South East quarter of Section 23 - All in Township twenty of Range one west. 760 acres more or less situated in said County & the same this day purchased by me of said Louisa E Fair of & said note given for part of the purchase Money 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 property until the first day of December 1870 and if the said party of the 1st part shall fully pay to the said party of the 2nd part said debt and the reasonable expenses hereof by said first day of December 1870 then this Indenture to be null & void. But upon default of such payment the said party of the 2nd part is hereby authorized to take into possession and sell said property to the highest bidder for cash after giving thirty 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 five hundred dollars and the

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reasonable costs hereof and the balance if any pay to the said party of the 1st part—
Given under my hand seal this day and year above written
Attest A A Stewart (Revenue Stamps one Dollar) Joseph his mark Tinney
The State of Alabama
Shelby County } I James T Leeper Judge of Probate in and for said County hereby Certify that Joseph Tinney whose name is signed to the foregoing Conveyance and who is known to me acknowledged before me on this day that being informed of the Contents of the Conveyance executed the same voluntarily on the day the same bears date.
Witness My hand this 3d day of November AD 1868.
James T Leeper
Judge of Probate
Filed for Record December 1st 1868 Recorded December 10th 1868
James T Leeper
Judge of Probate