The State of Alabama }
Shelby County } This Indenture made and entered into this 2nd day of December 1869 between William H. Martin of said County debtor of the 1st part and Martin J. Piper 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 Eight hundred & fifty Dollars due by 8 promissory Notes of this Date each for two hundred & Eighty three 33/100 Dollars and payable on or before the 25 day of

December 1870-1871 & 1872 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 discribed property to wit: the tract or parcel of land this day conveyed to him by said Martha J Piper & her husband Asa McPiper & for part of purchase money said notes given to wit all that part of the W½ of the SE¼ that lies north of Busby Creek & the NE¼ of the SE¼ & W½ of the NE¼ of Section 21. of Township 21 of Range one East excepting about five acres thereof on the East side of the public Road, personally sold by them to John L Barnett & now in his possession 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 25th 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 first due then until 25th December 1870 - & if said debt 2nd due paid then until 25th December 1872 and the reasonable expenses hereof when of said notes all paid then this indenture to be null & void But upon default of such payments 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 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 Eight Hundred & fifty dollars or some due & unpaid and interest thereon and the reasonable costs hereof and the balance if any pay to the said party of the 1st part. Given under our hands & seals this day & year above written. W. C. Martin (Seal)

(Revenue Stamp One Dollar)

The State of Alabama } I James T Piper Judge
Shelby County } of the Probate Court in for County, hereby certify that William C Martin 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 he executed the same voluntarily on the day the same bears date

Witness my hand this 2 day of December 1870 J T Piper Judge of Prob

Filed for Record & Recorded Jany 12 1870 J. T. Piper Judge of Probate.