

Charles Powell
 To
 Henry J. Synow

The State of Alabama. This Indenture made
 Sherry County 3 and entered into this
 28th day of January 1871 between Charles
 Powell Debtor of the first part, and Henry J.
 Synow Creditor of the 2nd part. Witnesseth: That
 whereas the said party of the first part is justly
 indebted to the party of the 2nd part in the
 Sum of One hundred and Sixty four & 25/100 dollars
 due by a note signed by Charles Powell & Wm
 Nelson 1872 and payable on or before the 1st day
 of January 1872 and the said party of 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, 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: One flock of Steers and Cows & calf on
 sow & Ten Shorthorn and One Gray Horse
 & my growing crop for the year 1871 to
 be made in the form known as the
 High Place 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 1st day of January
 1872 and if the said party of the 1st part

Shall fully pay to the said party of the 2nd part
 said debt with interest thereon and reason-
 able Expenses hereof, by said 1st day of January
 1872 then this indebtedness is to be null and void
 But upon default of such payment the said
 party of the second part is hereby authorized
 to take into possession and sell said
 property to the highest bidder for cash
 after giving ten days notice of the time and
 place of said sale by publication in a
 Newspaper if one published in the County
 or by posting at other public places, and
 out of the proceeds of said sale return the
 sum of One hundred & sixty, five & 25/100
 Dollars and interest thereon and the rea-
 sonable Costs hereof, and the balance if any
 pay to the said party of the first part.

Signed, sealed & delivered this
 23rd day of January in presence of Charles ^{his} Powell ^{Deed}
 French ^{with} ^{myself} Henry ^{Deed} Lynen ^{Deed}
 (Reserve twenty five Cents)

The State of Nebraska & Burr above a
 Sheriff County Justice of the peace
 for said County, hereby Certify that Charles
 Powell Henry J. Lynen whose names are
 signed to the foregoing Conveyance, and whose
 names 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
 were made.

Witness my hand this 23rd day of January
 1871. Burr above J. P.