

This Indenture made and entered into
 this the 7th of August 1871, by and between
 A. Kindred and W. C. Tilton of the County of Bibb
 & Shelby in the State of Alabama of the first and
 Gaston Drake & J. Pharris & S. J. J. of the County
 of Dallas and State of Alabama of the second
 part with intent that whereas the said A. Kindred
 and W. C. Tilton is jointly indebted to the parties
 of the second part in the sum of Four thousand
 dollars which the said Drake Pharris & J. J.
 parties of the second part have agreed to
 take in payment of the same Three hundred
 and twenty thousand feet of merchantable
 lumber delivered on the Carr at their mill
 in Shelby County at Shreve Springs to be paid as
 follows due by twelve promissory notes
 Each bearing even date with these presents the
 first being for Twenty Six thousand six
 hundred & sixty six $\frac{2}{3}$ feet due the 15th
 September 1871. The second note for Twenty
 Six thousand six hundred & sixty six $\frac{2}{3}$ feet
 due and payable on the 15th of October Eighteen
 hundred & seventy one (1871) The third note
 for Twenty Six thousand six hundred and
 sixty six $\frac{2}{3}$ feet due & payable on the 15th of
 November 1871 The fourth note for Twenty
 Six thousand six hundred & sixty six $\frac{2}{3}$ feet
 due and payable on the 15th of December 1871, The
 fifth note for Twenty Six thousand six hundred
 & sixty six $\frac{2}{3}$ feet due and payable on the 15th
 January 1872 the sixth note for Twenty Six
 thousand six hundred & sixty six $\frac{2}{3}$ feet
 due and payable on the 15th February 1872. The
 seventh note for Twenty Six thousand six
 hundred & sixty six $\frac{2}{3}$ feet due and payable
 on the 15th of March 1872, The eighth note for
 Twenty Six thousand six hundred and sixty
 six $\frac{2}{3}$ feet due and payable on the 15th of April
 1872. The ninth note for Twenty Six thousand
 six hundred and sixty six $\frac{2}{3}$ feet due and
 payable on the 15th of May 1872. The tenth
 note for Twenty Six thousand six hundred
 & sixty six $\frac{2}{3}$ feet due and payable
 on the 15th of June 1872. The eleventh note for
 Twenty Six thousand six hundred and sixty
 six $\frac{2}{3}$ feet due and payable on the 15th day
 of July 1872. The twelfth and last note

for Twenty Six Thousand Six hundred and Sixty Six $\frac{2}{3}$ and payable on the 15th of August 1872. The 12 note making them hundred and twenty thousand feet of lumber. The same having been given for the purchase of a deer and other property hereafter described and which they are desirous to secure to the said John O. Pharis & others the payment of the above mentioned notes now therefore this indenture witnesseth that said parties of the first part for and in consideration of the property and in further consideration of the sum of Five dollars to them in hand paid by the parties of the second part at and before the sealing and delivery of these presents the receipt whereof is hereby acknowledged have given granted bargained sold aliened released conveyed and confirmed and do hereby these presents give grant bargain sell alien release convey and confirm unto the said John O. Pharis & others the following Article and property One hundred thousand feet of lumber and two Car load of Shingles now in the City of Selma Adams County, Ala on my lumber yard at the head of water street and Superintended by my agent Mr. J. A. Als a deer on a tract of land at Shelby Springs containing two thousand acres with all the privileges contained in the lease. the lease to expire on the 1st of Jan 1881 the land now owned by Wm. B. Sparks at Shelby Springs Also all the machinery on the premises front said mill with all its fixture first mile Ferry and Buck mill Cut Way good Toled &c that belongs to the establishment with engine stove pipes, seats, spiles &c all in Shelby County Ala to have and to hold unto them the parties of the second part their heirs and assigns forever in trust nevertheless and this conveyance is upon the express conditions and understanding that if the said J. O. Pharis and W. C. Patton shall pay or cause to be paid each of the above described notes promissory notes when

the sum due to the parties of the second part or their assigns then this conveyance every part hereof shall be void and of no effect, and upon this further trust and condition that if the said A. A. Kinsell and W. C. Patton shall fail to pay or cause to be paid to said parties of the second part or their assigns either of the above described promissory notes when the same fall due and payable that then and thereupon thereafter as they may think proper the parties of the second part shall take possession of the above named property and expose it to sale all or any part of it as they may think proper at public sale after giving ten days notice or ten notice the land and shrubbery in the City of Helena & other property at the premises in Blaine County. And the above described property shall be sold on such thing as shall be necessary to pay off and discharge the amounts due on said notes and out of the proceeds of sale proceed to pay off discharge what may be due on said notes interest as well principal and the expenses of such sale and of this trust and when ever said Kinsell & Patton shall be in default in the payment when due of any of the above described notes said parties of the second part as is above provided may go and take possession and make sale as above set forth. Our testimony of all which parties of the first have hereto set forth hereunto this day and year above written

Signed sealed & delivered in presence of
E. Lindsey
J. M. Smith

A. A. Kinsell
W. C. Patton
By A. A. Kinsell

The State of Montana, of the County of Blaine
Shelby County, Judge of Probate
for said County hereby certify that E. Lindsey a subscribing witness to the foregoing conveyance known to me appeared before me this day and

being sworn stated that A. K. Jones
for himself & for W. C. Patton the grantors
in this conveyance voluntarily executed
the same in his presence and in
the presence of the other subscribing
witness on the day the same were
made that he attested the same in
the presence of the grantor A. K.
Jones and of the other witnesses
and that he attested the same
his name as a witness in his
presence.

Given under my hand this
5th day of October A. D. 1881
J. P. DePue Judge of Probate
Filed for Record & Recorded October
2nd 1881 J. C. DePue Judge of Probate