John Barnett wife
To
A W Eckerit

The State of Alabama } This Indenture made
Sheelby County } and Entered into this
10th day of February 1872 between John Barnett
party of the first part & Mary A Barnett his wife who joins in this con-
veyance for the purpose of conveying her dower
in this conveyance ~~party of the first~~ and Amos
W Eckerit party 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
Three hundred and Seventy One 56/100 dollars
due by promissory note bearing even date
herewith and payable on or before the first day
of January 1873 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 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 des-
cribed property, to wit: East½ of Section 24
& E½ of SW¼ of said Section all in Township
21 of Range 1 East of the Mon Meridian one and one

Grey the other a dark colored one two horse wood wagon four cows & two steers now owned by in possession of said Barnett, & two Copper Stills & all my crop of Corn & Cotton that I may raise or cause to be raised on the Jack Baker or Thomas plantation or elsewhere the present year (1872) 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 January 1873 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 reasonable Expenses thereof, by said first day of January 1872 then this indenture is to be void 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 thirty 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 three public places, and out of the proceeds of said sale retain the sum of Three hundred & Seventy one 6/100 Dollars and interest thereon and the reasonable Costs hereof, and the balance, if any pay to the said party of the first part

Signed Sealed & delivered
this 10th day of Feby 1872 in presence
of David Hornsby
John T. Cromwell

John Barnett (Seal)
Mary x her Barnett mark
E. J. McElliott (Seal)

The State of Alabama } James T. Lupo
Shelby County } Judge of Probate for said County hereby Certify that John Barnett & Mary Barnett & Mrs. McElliott whose names are signed to the foregoing conveyance, and who are known 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 bears date. Witness my hand this 23rd day of Feby 1872

J. T. Lupo Judge of Probate

Filed for record Feby 23rd 1872 & recorded March 18th 1872. James T. Lupo Judge of Probate

This deed of trust has as assigned by Mrs. E. McElliott to James Lupo, Letters of paid over to for the benefit of the party claiming from said Barnett, on a debt a part thereof, as a purchase of the property conveyed herein.
R. S. Haralson
for