

Johnston R. H. To A. M. Elliott  
This Indenture made and entered into this 6<sup>th</sup> day of April 1872  
between R. H. Johnson debtor of the first part and Amos  
M Elliott Creditor of the 2<sup>d</sup> part witnesseth: That whereas  
the said party of the first part is justly indebted to the  
party of the second part in the sum of Two Hundred

This demand of trust satisfied in full

A. M. Elliott

Montgomery, Ala / 8 of April 1872

+ thirty one 46<sup>th</sup> or dollars due by promissory note bearing even date hereof and payable on or before the first day of November 1872 and the said party of the 1<sup>st</sup> part hereby de-  
sires 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 1<sup>st</sup> part  
in hand paid by the said party of the 2<sup>nd</sup> part receipt  
whereof is hereby acknowledged the said party of the 1<sup>st</sup>  
part has sold and hereby sells and conveys to the said  
party of the 2<sup>nd</sup> part the following described property to wit  
One lamb Kenso with blaze faced about eight years old  
now in my possession & all of the Crops of both Corn & Cotton  
that I may raise or cause to be raised on my plantation  
or else where the present year (1872) to have and to hold  
in trust as follows It is hereby agreed that the said party  
of the 1<sup>st</sup> part is to have and retain possession of the said  
property until the first day of November 1872 and if the  
said party of the 1<sup>st</sup> part shall fully pay to the said party  
of the 2<sup>nd</sup> part said debt with interest thereon and reason-  
able expenses hereof by said first day of November  
1872 then this Indenture 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 costs  
after giving ten days notice of the time and place of  
said sale by publication in a newspaper if one is  
published in the County or by posting at three public  
places and out of the proceeds of said sale retain  
the sum of Two hundred & thirty one 46<sup>th</sup> or dollars & interest  
thereon and the reasonable Costs hereof and the balance  
if any pay to the said party of the first part. R. H. Johnston *(seal)*

A. M. Elliott *(seal)*

In the State of Alabama - Shelby County

I, R. D. Evans a Justice of the Peace for said County hereby cert-  
ify that R. H. Johnson & A. M. Elliott 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 6<sup>th</sup> day of April 1872.

R. D. Evans J.P.

Filed for Record April 6/72 & Recorded May 23 1872 J. T. Lupton Judge of Probate