Acton Emberson
To.
E W Allaway

The State of Alabama } This Indenture made and entered into this the
Shelby County } 29th day of April 1872 between E. W. Allaway of
the first part and Emerson Acton of the secon parte witnesseth that
the said E. Acton is justly indebted to to said E. W. Allaway by promi-
sory note for thirty one dollars due the first day of November 1872
and he being willing and desirous to secure the same hath
this day given the said E. W. Allaway a deed in trust on the
following property to wit one bay horse about three years old
Now the Condition of the above obligation is such that if
the said Emerson Acton shall fail to pay said note on or by
the first day of November 1872 then the said E. W. Allaway
shall have power to take the said property in hand and Sell
So much thereof as will pay the said note and charges thereof by
giving thirty days notice the Sale of such property at any place
that he may see on and if the said Emerson Acton shall
well and truly pay the said note that is described in this
deed then the above obligation shall be null and void
or otherwise to remain in full force and effect this April
29th 1872 in testimony whereof I have set my hand and seal

Emberson Acton (Seal)

The State of Alabama } Personally appeared before me G. C. Bane
Shelby County } an acting Justice of the Peace in for said
State and County aforesaid Emerson Acton who being well known to
me after being informed of the Contents of the foregoing Conveyance
acknowledged that he signed the same voluntarily Given under
My hand and Seal this 1st day of May 1872. George C. Bane.
Justice of the Peace.

Filed for Record May 6th 1872 & Recorded June 25th 1872. J. T. Leeper Judge of Probate