Edward D. D.
To
W T Smith

P

The State of Alabama Shelby County
This Indenture made and entered into this day of July 1872 between David Edward debtor of the first part & William T Smith creditor of the Second part, witnesseth: That whereas the said party of the first part is justly indebted to the said party of the 2nd part in the sum of One hundred & fifty Dollars due by promissory note and open account For Family Supplies and payable on or before the first day of March 1872 and the said party of the first part being desirous to secure the payment of said indebtedness for and in consideration thereof and for further consideration of the sum of one dollar to the said party of the 1st part in hand paid by said party of the Second 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:
All his rent-forland now cultivated J. W. Ga A. B. Nelson & J. W. Thompson one Black & White Cow mahokonus with twin calves 2 cows & one calf with dead sides white Back & Belly one pair of work oxens small unly heads now in his possession one bay horse called Charley the only one now in his possession One Double Barrell Shot Gun now in his possession and all the rents or persons hereunto ~~attached~~ attached with amounts and dates stated, and certifies that this within described property is actually his and is unincumbered by mortgages or other Legal lines. The party of the 2nd part to have and 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 ~~December~~ November 1872 and if the said party of the 1st part shall fully pay to the said party of the ~~2nd~~ second part said debt with interest thereon and reasonable expenses hereof by said first day of November 1872 then this indenture is to be made null and void, But upon default of such payments 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 time and place of said sale by publication in a news paper 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 one hundred & fifty Dollars and interest thereon and reasonable cost hereof and the ballance if any pay to the said party of the first part

David Edwards (Seal)

The State of Alabama }
Shelby County } I Thos Huston Justice of the Peace for said county hereby certify that Dr David Edwards whose name is signed to the foregoing conveyance and who is known to me acknowledged before me on this day that being informed of the contents of the conveyance

he executes the same voluntarily on the day the same bears date. Witness my hand this 29 day of July 1872

Thos Hudson justice of P.

Filed for record aug 2 1872 & Recorded aug 4, 1872

J. T. Luper judge of Probate