Sterrett Dan
To
C. C. Smith

The State of Alabama }
Shelby County } This Indenture made and entered into this 13th day of Jany 1873 between Dan Sterrett (Colored) debtor of the first part and C. C. Smith Creditor of the second part, Witnesseth: That Whereas the said party of the first part is justly indebted to the party of the 2d part in the sum of One hundred Dollars by account for Black Horse Mule sold by said Smith to said Dan Sterrett; and payable on or before the first day of December 1873 with interest from this date. 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 party in hand paid by the said party of the 2d 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 2d part, the following described property to wit: that Certain tract or parcel of land conveyed by R. H. Johnston & Wife to said Dan Sterrett, being ten acres in section 20, in Township 21 of Range 1 East. Which Conveyance is of record in Shelby Probate office & more fully ~~known~~ description may be had therefrom, also all the Crop of Cotton that I said Dan Sterrett may plant cultivate & gather the present year, and the said Dan Sterrett obligates himself herein to place a reasonable portion of his land in Cotton excepting however rent to W. R. Ofsai 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 December 1873; and if the said party of the 1st part shall fully pay to the said party of the 2d part, said debt with interest thereon and reasonable Expenses hereof by said first day of December 1873, then this indenture is to be null and void. But upon default of such payment the said party of the second part is hereby authorised to take into possession and sell said property to the highest bidder for cash, after giving twenty days notice of the time and place of said sale by posting at three public places, and out of the proceeds of said sale retain the sum of one hundred 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 and delivered } Dan his + marks Sterrett (Seal)
this 13th day of Jan 1873 in presence } C. C. Smith (Seal)
of A. A. Sterrett.

The State of Alabama } I J. T. Leeper Judge of the
Shelby County } Probate Court for said County hereby certify that Dan Sterrett & C. C. Smith 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 13th day of January 1873

J. T. Leeper
Judge of Probate.

Filed in Office for Record Jany 13th 1873 and Recorded February 12th 1873.

James T. Leeper
Judge of Probate,