Hosey Steadman
To
Evan Presley

The State of Alabama } This Indenture made
Shelby County } and entered into this
29th day of July 1873 be
tween Steadman Hosey debtor of the first part
and Evan Presley creditor of the second part
Witnesseth: That whereas the said party of
the first part is justly indebted to the said
party of the 2d part in the sum of Three hundred
and ninetieu 84/100 Dollars due by promissory
note, bearing date March 8th 1873, and payable
on or before the first day of January 1874, and
the said party of the first 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 said party of the 2d part to
the said party of the first part, receipt whereof
is hereby acknowledged, the said party of the
first part has sold, and hereby sells and
conveys to the said party of the 2d part, receipt
~~whereof is hereby acknowledged, the said~~
~~party~~ the following described property to wit:
The North half of the South East Quarter

of fractional Section thirteen (13) Township Twenty two (22) Range and east, Containing Thirty nine 6/100 acres more or less, lying west of Coosa River in Shelby County Ala, to have and to hold in Trust as follows: It is hereby agreed that the said party of the first part is to have and retain possession of the said property until the first day of January 1874, and if the said party of the 1st part shall fully pay said debt with interest thereon, and the reasonable expenses here of by said 1st day of ~~November~~ January 1874, then this indenture is to be null and void.

But upon default of such payment the said party of the 2nd part is hereby authorized to take into possession and sell said property to the highest bidder for cash after giving ~~twenty~~ 20 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 Three hundred and nineteen 84/100 dollars, and interest thereon, and the reasonable expenses hereof, ~~by said first day of~~ and the balance if any pay to the said party of the first part.

Signed sealed and delivered this 29th day of July in presence of

N. C. Looney

Steadman Hosey (Seal)

The State of Alabama
Shelby County

I Stephen Hosey an acting Justice of the Peace for said County hereby certify that Steadman Hosey 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 executed the same voluntarily on the day the same bears date.

Witness my hand this 29th day of July 1873.

Stephen Hosey
Justice of the Peace.

Filed for Record August 1st 1873, and Recorded August 11th 1873.

J. T. Leeper
Judge of Probate.