Neiley Peter
To
C. W. Walls & Co

The State of Alabama } This Indenture, made
Shelby County } and entered into this
4th day of August 1873
between Peter Neiley debtor of the first part, and
C. W. Walls & Co Creditors of the second part Wit-
nesseth: That whereas the said party of the
first part is justly indebted to the said parties
of the 2d part in the sum of Fifty Dollars
due by promissory note and payable on or
before the first day of November 1873: and
the said party of the first part being desir-
ous to secure the payment of said indebtedness
for and in consideration ~~the sum~~ of and
for the further consideration of the sum of one
dollar to the said party of the 2d part in hand
paid by the said party of the 2d 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
the following described property, to wit:
One White & Black Spotted Cow, one Sow,
all my chickens, all my house furnish-
ing goods and all my Crop of Cotton & Corn
Fodder, Potatoes & every thing I may raise or
cause to be raised this year 1873 to hold 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 November 1873; and if the said party of the first part shall fully pay to said party of the 2d part, said debt with interest thereon, and the reasonable expenses hereof by said first day of November 1873, then this indenture is to be null and void.

But upon default of such payment the said party of the first part is to have ~~and retain possession of said property until~~ hereby authorized to take into possession and sell said property to the highest bidder for cash after giving Ten (10) days notice of the time and place of said sale, ~~and~~ 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 Fifty ($50) Dollars and interest thereon, and the reasonable costs hereof, and the balance if any pay to the said party of the first part.

his
Peter X Neeley (Seal)
mark
C. W. Walls & Co (Seal)

The State of Alabama
Shelby County

I J. T. Leiper Judge of Probate for said County, hereby certify that Peter Neeley and C. W. Walls & Co 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 4th day of August 1873.

J. T. Leiper
Judge of Probate.

Filed for Record in Office Aug 4th 1873
& Recorded August 19th 1873.

J. T. Leiper
Judge of Probate