Reynolds E. & Wife To J. W. Walker

The State of Alabama
Shelby County

This Indenture, made and entered into this 14th day of July 1873 between Elisha Reynolds & N. E. Reynolds, who is the wife of the said Elisha Reynolds, of said County, the debtor of the first part, and Joel W. Walker of said County & State the Creditor of the 2d part, Witnesseth: That whereas the said party of the first part is justly indebted to the said party of the Second part in the sum of one thousand Dollars, due by promissory note of this date, and payable on or before the first day of October 1873, 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 first part in hand paid by the said party of the 2d part, the 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:

All that Certain tract of land this day Conveyed by said Joel W. Walker & his wife to the said Elisha Reynolds, Situated in said County to wit: The SE¼ of SE¼ of Section 16 & all that part of the SW¼ of the said SE¼ of said Section 16, and of the NE¼ of the NE¼ of Section 21, that lies & is situated on the East Side of the Mountain these two peices of land making the top of said Mountain the line, also the SE¼ of the SE¼ of said Section 20 & the S½ of the SW¼ & the NW¼ of SW¼ of Section 15 & the NW¼ of the NW¼ of Section 22 all in Township 22 of Range two West 260 acres more or

lest, 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 said first day of October 1873; and if the said party of the 1st part shall fully pay to the said party of the Second part Said debt, with interest thereon and the reasonable Expenses hereof by said first day of October 1873, then this indenture is to be null & void, But upon default of such payment, the said party of the 2d part being in possession of said property as aforesaid for by this conveyance is hereby authorized to take into possession and sell Said property to the highest bidder, for Cash, after giving ten 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 thousand dollars, and the reasonable Costs hereof, and the balance if any pay to the said party of the first part.

Signed sealed & delivered
this 14th day of ~~September~~ July 1873 in presence of,

Elisha Reynolds (Seal)
N. E. Reynolds (Seal)

The State of Alabama }
Shelby County }

I R.D. Harris as Justice of the Peace in and for said County hereby certify that Elisha Reynolds & N. E. Reynolds husband and wife 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 15 day of September 1873

R. D. Harris
J. P.

Filed for Record Sept 16th 1873 & Recorded Sept 19th 1873.

J. T. Tepen
Judge of Probate,