West Jno P.
To
P. H. Pepper & Co

The State of Alabama } This indenture made and
Shelby County } entered into on this 12th day
of December in the year
Eighteen hundred and seventy three between
John P. West of said County and State of the
first part, and P. H. Pepper & Co of the City of Mobile of said State of the second part Witnesseth: That whereas the said party of John P. West is indebted to the said P. H. Pepper & Co in the sum of Twelve hundred and Sixty Six 68/100 dollars with interest from the 2d day of July 1873, as evidenced by four promissory notes, signed by the said John P. West and dated the 2d day of July 1873. One for three hundred and Sixty five & 30/100 dollars due the 1st January 1874, One for the same amount due the 1st of January 1875, One for two hundred and Sixty Eight & 04/100 dollars due on the 1st January 1874, and one for two hundred and Sixty Eight 04/100 dollars due the 1st January 1875 each ~~from~~ with interest from date, 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 second 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 second part the following described property to wit: The NW¼ Sec 34 T. 21 R 3 W, N½ of SW¼ of same section township & Range. NE¼ of Section 33, T 21 Range 3 West, W½ of NW¼ of Sec 3 T 22 Range 3, West, & NE¼ of Sec 4 T 22 R 3 West, to have and to hold in trust as follows:

It is hereby agreed that the said party of the first part is to retain and have possession of said property till the first day of January 1874, the time when two of the aforesaid notes become due, and if the said notes falling due at that time to wit on the 1st day of January 1874 are paid in full then the said party of the second part is to continue in possession of said property till the maturity of the other two notes as aforesaid to wit: On the 1st day of January 1875 and if all of said notes are paid in full when the same fall due with the interest thereon then this Conveyance is to be null and void, but in default of the payment of the same or either of them when the same

falls due in whole or in part then the said party of the second part, their agents, representatives, heirs or assigns are authorized after giving thirty days notice of the time and place of sale by posting written notices in three public places of said County, sell the same to the highest bidder for cash, and out of the proceeds arising from said sale pay the aforesaid notes with the interest thereon the reasonable costs hereof and ~~the ballance~~ of said sale, and the ballance if any return to the said party of the first part. Witness our hands the date 1st above written.

Jno P. West (Seal)

The State of Alabama }
Shelby County }

I Wm M. McMath an acting Justice of the Peace in and for said County hereby certify that John P West whose name is signed to the foregoing Conveyance and who is known to me acknowledged before me this day that being informed of the contents of the Conveyance he executed the same, voluntarily the day the same bears date.

Witness my hand this 12th day of December 1893.

W. M. McMath
J. P.

Filed for Record Decr 16th 1893. Eml
Recorded Decr 29th 1893.

J. T. Leeper
Judge of Probate