Wisinger E. B. To A. A. Sterrett

The State of Alabama
Shelby County

This indenture made and entered into this 24th day of December 1873, between Elijah B. Wisinger of said County and state the debtor of the first part and Alphonzo A. Sterrett the Creditor of the 2nd part Witnesseth: That whereas the said party of the first part ~~for and in Consideration~~ is justly indebted to the said party of the second part in the sum of four hundred & Eighty Seven 55/100 dollars by promissory note dated 21st day of October

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1872 payable to A. L. Purcell or bearer, 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 in hand paid by the said party of the Second 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 second part the following described property to wit: Two sorrel mares, one about Seven and the other about ten years old, one mouse Colored mule about nine years old, and one mule Colt black, and one three quarter wagon — now owned by the said E. B. Wisinger & in his possession on his farm in said County, 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 November 1874: 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 November 1874, then this indenture is to be null and void; But upon default of such payment the said party of the Second part 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 five hundred and Eighty Seven 55/100 Dollars and interest thereon, and the reasonable Costs and the balance if any pay to the said party of the first part.

Signed sealed & delivered this 24th day of Decr 1873 in presence of

Elijah B. Wisinger (Seal)

The State of Alabama
Shelby County } I James T. Lufsen Judge of Probate in and for said County

hereby certify that Elijah B. Wisinger whose name is signed to the foregoing Conveyance, and who is known to me, acknowl-

edged 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 24th day of December 1873.

James T. Leiper
Judge of Probate,

Filed for Record Decr 24th 1873 & Recorded January 8th 1874,

James T. Leiper
Judge of Probate,