Finley Wm
To
R. H. Johnston,

P

The State of Alabama } This indenture made
Shelby County } and entered into this 24th
} day of November 1873, between
William Finley of said County the debtor of the first part, and R. H. Johnston the Creditor of the second 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 Seventy Eight 45/100 dollars, due by promissory note of this date, and payable on or before the first day of December 1874: and the said party of the first part being desirous to secure the payment of said indebtedness: for and in considerations thereof, and for the further consideration of the sum 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, 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 second part, the following described property to wit: One certain dun Gray horse four years old, the same purchased by said Finley of said Johnston, and as much of the Corn & Cotton crop, that the said Finley shall plant, cultivate, raise & gather in and during the year 1874, as shall when gathered be of the value of seventy eight 45/100 Dollars, 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 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 December 1874, and if the said party of the first 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 December 1874 then this indenture is to be null and void. But upon a default of such payment the said party of the second part is hereby authorized to take into possession and sell the said property to the highest bidder for cash, after giving ten days, notice of the time and place of said sale, by posting written notices at three public places, and out of the proceeds of said sale retain the sum of Seventy Eight 45/100 Dollars and interest thereon, and the reasonable costs hereof, and the balance, if any, pay to the said party of the first part.

Signed sealed & delivered this 24th day of November 1873, in presence of
A. A. Sterrett.

his
William ✗ Finley (Seal)
mark.

The State of Alabama } I James F. Lufsen Judge
Shelby County } of Probate in and for
} said County hereby cer
tify that William Finley 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 24th day of November 1873.

J. F. Lufsen
Judge of Probate,

Filed for Record January 22 1874 and
Recorded January 22 1874

James F. Lufsen
Judge of Probate,