Johnston R.H. & Wife
To
James Baker

The State of Alabama
Shelby County

This indenture, made and entered into this 14th day of January 1874 between R.H. Johnston and Sarah F. Johnston wife of the said R.H.

the debtor of the first part, and James Baker the Creditor of the second part, Witnesseth: That whereas the said party of the first part is justly indebted to the party of the second part in the sum of five hundred & sixty five 32/100 dollars by two promissory notes of this date, payable to the said James Baker or bearer the 1st of January 1875, the other on or before the 1st day of January 1876, for 282 66/100 each; and the said party of the 1st 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 1st part, in hand paid by the said party of the second part, receipt whereof is hereby acknowledged, the said party of the 1st part has sold, and hereby sells and conveys to the said party of the second part the following described property to wit: lands situated in said County and described as follows to wit, all that part of the NW1/4 of section 20, in Township 21, of Range one East that lies North West and North, of the public road leading from Columbiana to Mordis ferry on Coosa River, excepting ten acres in the North West corner thereof sold to Dan Sleratt, and one acre sold to the Protestant Methodist church - also all that part of the N1/2 of the NE1/4 of said section Township and Range, which lies East of said NW1/4 first described, & North of a certain ditch running nearly East and West, near the middle of said NE1/4 containing one hundred & ninety seven acres, be the same more or less 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 January 1875, and if the said party of the first part shall fully pay to the said party of the second part, said notes as they severally become due, and payable then this indenture is to be null and void, But upon default of such payment or either or any part, thereof, 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 twenty days notice of the time and place of said sale by publication in a newspaper if one is published in said County; or by post

=ing at three public places, and out of the proceeds of said Sale retain the amount remaining unpaid on said notes whether due or not and the reasonable costs hereof, and the balance if any pay to the said party of the first part,

R. H. Johnston (Seal)
S. F. Johnston (Seal)

The State of Alabama = Shelby County,
I James T. Lupin Judge of Probate in and for said County hereby certify that R. H. Johnston & Sarah F. Johnston 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 21st day of January 1874.

James T. Lupin
Judge of Probate

Filed for Record Jany 21st 1874 and Recorded Jany 29th 1874.

James T. Lupin
Judge of Probate.