Quinn J. V. & wife To J. W. Acker

The State of Alabama } This indenture made
Shelby County } and entered into
this the 16th day of
April 1874. between J. V. Quinn of the State
and County above named, debtor of the
first part, and J. W. Acker 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 four hundred
and fifty one & 50/100 Dollars, due by the
Eleventh of April 1875; and payable on
or before the 16th day of April 1875:
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 said party of the

second 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 house & Lot, No 464, lying fifty feet front on main Street and one hundred and forty two feet back having an alley on the west thereof and having an alley in the rear thereof and it being in Calera Shelby County Alabama, to have and to hold in trust as follows: It is hereby agreed that the said party of the first part is hereby authorized to ~~take into possession and~~ have and retain possession of the said property until the 16th day of April 1876: 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 reasonable Expenses hereof by said 16th day of ~~November~~ April 1875 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 thirty days notice of the time and place of sale by publication in a newspaper if one is published in said County or by posting at three public places, and out of the proceeds of said sale retain the Sum of four hundred and fifteen 57/100 Dollars and interest thereon and reasonable Costs hereof, and the balance if any pay to the said party of the first part.

Signed, sealed & delivered this 16th day of April in presence of M. A. Wholley

J. V. Quinn (Seal)
J. M. F. Quinn (Seal)

The State of Alabama
Shelby County

I M. A. Wholley an acting Justice of the Peace in and for said County hereby certify that John V. Quinn, 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 execu-ted the same, voluntarily on the day the same bears date, and I also certify that Frances Quinn who is known to me as the Wife of the said John V. Quinn, and who, being by me, Examined separate and apart from her husband touching her signature to the within Conveyance acknowledged that she signed the same of her own free will and accord and without fear, Constraint or persuasion of her said husband,

Witness my hand this 18th day of April 1874.

M. A. Whitley
J. P.

Filed & Recorded May 8th 1874.

J. T. Luper
Judge of Probate.