Ferrell L. B. & Co
To
Le Grand & Co

State of Alabama }
Montgomery County }

Whereas L. B. Ferrell & Co. a firm composed of L. B. Ferrell H. W. Bowers and W. R. A. Farborough, are justly indebted to Le Grand & Co in the sum of Three hundred and twenty Six & 82/100 Dollars by their two promissory notes bearing even date with these presents the one for two hundred & forty five 32/100 Dollars & the other for Eighty one & 50/100 payable to said Le Grand & Co. at their office.

And whereas said L. B. Ferrell & Co are desirous of securing the payment of said debt, Now therefore we the said L. B. Ferrell & Co in consideration of the premises & the sum of one Dollar to us in hand paid by the said Le Grand & Co in the State & County aforesaid, the receipt whereof is hereby acknowledged have granted, bargained & sold, & by these presents do grant, bargain & sell and convey unto said Le Grand & Co their heirs & assigns forever, the following described property to wit:

One gray horse mule known as the Dr Leroy Mule, and one brown mare mule, known as the Fields mule, both used by L. B. Ferrell & Co as Whim mules at the Helena Coal mines, near Helena in Shelby County Ala, Also one Fairbanks Scales, now being used by said L. B. Ferrell & Co at Helena Shelby Co Ala,

To have and to hold the same to said Le Grand & Co his heirs & assigns forever, In trust however, that the said Le Grand & Co if said notes are not paid within thirty days from maturity, shall take possession of said property & sell the same at public out cry, at the town of Helena Shelby County Ala, to the highest bidder after giving said L. B. Ferrell & Co due notice thereof of the time and place of the sale, as well as the terms, by written notice through Post Office at Montgomery and also at Helena, and upon such sale shall make, execute & deliver to the purchaser thereof a good and sufficient deed of conveyance of all the right title and interest hereby conveyed to said Le Grand & Co and out of the proceeds of sale

Sale, shall pay first, the cost and charges of this trust; Second the debt and interest remaining due and payable to said Le Grand & Co & their assigns, & third should any balance remain, shall pay the same to the said C. B. Ferrell & Co or their legal representatives, but if the said C. B. Ferrell & Co shall pay said debt with interest cost and charges on the same, then the said Le Grand & Co shall reconvey the property aforesaid to C. B. Ferrell & Co.

In witness whereof the said C. B. Ferrell & Co have hereunto set our hands & seal this the fifth day of January 1874.

Test
Jno B. Fuller
D. H. Lewis

C. B. Ferrell & Co (SS)

(The words, "a firm composed of C. B. Ferrell H. W. Bowers and W. A. R. Yarborough." "The payment of" & "horse" on first page and "from maturity" on second page were interlined before signing.)

State of Alabama
Montgomery County

I John B. Fuller Notary Public and Ex Officio Justice of the Peace hereby certify that C. B. Ferrell, and of the firm of C. B. Ferrell & Co, 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 for and on account of said C. B. Ferrell & Co on the day the same bears date.

Given under my hand this fifth day of January 1874.

Jno B. Fuller
N. P. & Ex Off J. P.