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Cunningham B. F. To Jno. P. West

The State of Alabama } Know all men
Shelby County } by these presents
that I Benjamin F. Cunningham of said County am justly indebted to ~~said Comd~~ John P. West in the sum of four hundred & thirty Six 08/100 dollars, with interest on the same, from the first day of July 1873. for and on account of his assumption for me of my certain indebtedness to one P. H. Pepper & Co of Mobile Ala. which said indebtedness I am willing and anxious to secure to be paid to the said West as hereinafter stated to wit, two hundred and sixty Eight 04/100 dollars with the interest thereon to be paid on or before the first day of March 1875 from 2d July 1873. & two hundred & sixty Eight 04/100 dollars on or before the first day of January

1876, in consideration of which said indebtedness as well as in consideration of the sum of five dollars to me in hand paid by said West at and before the making of this Conveyance the receipt of which is acknowledged, I the said Benjamin F. Cunningham have bargained & sold & do now by these presents, bargain sell and convey unto the said John P. West two hundred bushels of my Corn Crop made the present Year, on my farm in said County and my entire Cotton crop made the present Year and now being gathered and housed, also one Jackass (Stud) about 9 Years old, 1 Sorrel mare about 10 Years old - 1 grey mare mule about 8 Years old, 1 bay ~~horse~~ mare mule also about 8 Years old & 3 bay horse mules, one about 5 Years old - One about 3 Years old & the other a Colt about Six months old, all now in my possession, owned by me & under my Control in said County To have and to hold said Corn Cotton, (both of which I am to gather and house & properly Care for) and other property mentioned, unto said West, his Heirs and assigns forever In trust however, and this Sale made on this Express Condition that I am to remain in quiet and peaceable possession of all said property, until the first day of March 1875, and if said two hundred and Sixty Eight 04/100 Dollars, then due, shall have been is then paid, with the interest that may be due thereon - then and in that case, the Corn and Cotton by this instrument ~~to be~~ conveyed to be discharged of the ~~lien~~ lien thereon and I am then in that case to hold and retain the other property mentioned, properly caring for the same until the first day of January 1876, when if said sum of two hundred and Sixty Eight 04/100 dollars then due, fully paid, with its interest, this Conveyance to become null & void, but if default made in the payment to be made on the first day of March 1875, the said West, his executors

administrators, attorney, agent, or assigns may seize said property hereby conveyed and after ten days notice by advertisement at two public places in the neighborhood of my farm, may sell so much of said property, commencing by first selling the cotton and corn as may be sufficient to pay the sums of money first due and retain for the payment of the sums then due, after paying first the costs and expenses of this conveyance and said sale, when the balance of said property not required sold to pay said sums first due is to remain with me the said Cunningham until 1 January 1876. When if the balance due with interest paid — this conveyance then null & void, but if not fully paid, the said property remaining undisposed of by said first sale may be seized & sold for cash to satisfy the same, or whatever may be due thereon and expenses attending same, & the same retained by said West, his Executors, administrators or assigns — if a surplus, the same to be paid to me the said Cunningham or to my order — if a sale is made under this conveyance the same to be made at my farm in said County and I expressly authorize the seizure of said property if necessary to sell to pay as stated by said West his Executors administrators or assigns or attorney, and if sale or sales made and the property insufficient to pay my said indebtedness and expenses of sale I obligate myself to provide as best I can for speedy payment of such deficit, and I hereby expressly warrant and will ever defend the right to the property hereby conveyed — In witness of all of which I hereby set my hand & seal this 12 day of September 1874.

B. F. Cunningham (Seal)

The State of Alabama } I James T. Lifsey
Shelby County } Judge of Probate for said County hereby

Certify that Benjamin F. Cunningham 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 said conveyance, he executed the same voluntarily on the day the same bears date. In witness of which I hereto set my hand this the 12th day of September 1874.

J. T. Leeper
Judge of Probate.

Filed for Record September 12th 1874 and Recorded October 14th 1874.

J. T. Leeper
Judge of Probate.