Bolton Benj. O & Wife To Saml. B. Roper

The State of Alabama Shelby County

This Indenture made and entered into this 19th day of October 1874 between Benjamin O. Bolton of said County and State debtor of the first part and Samuel B. Roper of said County & State Creditor of the 2d Part Witnesseth: That whereas the said party of the first part is justly indebted to the party of the 2d Part in the sum of Three hundred dollars of this date by two promissory notes of this date for One hundred & fifty dollars each One payable at 12 months with interest from its date the other two years after date interest after 1 year and the said party of 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 2d 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 2d Part the following described property Viz: The following described lands and

parcels of land situated in said County the same conveyed by said Rufus & wife to said Bolton by conveyance of this date the S W/4 of S W/4 of section 8 & the W/2 of the N W/4 & the W/2 of the E/2 of said N W/4 & the N W/4 of the S W/4 of Section 17 in Township 20 of Range One east 200 acres more or less said Notes for ballance purchase money for said tracts & parcels of land To have and to hold in trust as follows It is hereby agreed that the said party of the 1st part is to have and retain possession of the said property until the 19th day of October 1875 and if the said party of the 1st part shall fully pay to the said party of the 2d part said Note with interest thereon then due then until the 19th day of October 1876 when if said 2d Note and reasonable expenses hereof by said 19th day of October 1876 are paid then this indenture is to be null and void. But upon default of such payments 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 ten days notice of the time and place of said sale in the County by posting at three public places and out of the proceeds of said sale retain the sum of money that may be due on said Notes and the reasonable costs hereof and the ballance if any pay to the said party of the first part.

Benjamin O. Bolton (Seal)
Martha J. (her x mark) Bolton (Seal)

The State of Alabama }
Shelby County } I, Amos M. Elliott Clerk Circuit Court for said County hereby Certify that B. O. Bolton & M. J. Bolton 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 And I hereby further Certify that M. J. Bolton made known to me to be the wife of the within named B. O. Bolton 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 husband

Witness my hand this 9th day of January 1875
A. M. Elliott Clerk

Filed for Record January 12th 1875 & Recorded January 15th 1875
J. T. Lecpr Judge of Probate.