

Moore David J	The State of Alabama
To John F. Wilson	County of Shelby
P	This Indenture made and entered into this 25 th day of February 1878 between David J. Moore party of the 1 st part and John F. Wilson party of the 2 ^d part Witness that whereas the said party of the 1 st part has procured the signature of the said party of the 2 ^d part to three promissory notes as security thereon made to Thomas Felyham one for the amount of thirty seven + 50/100 dollars due & payable

on or by the 1st day of April 1875 and One for the sum of Eighteen + 75^{cts} dollars due and payable on or by the 1st day of May 1875 and the other one for the sum of Eighteen + 75^{cts} dollars due and payable on or before the 1st day of June 1875 Now the said parties of the 1st part being desirous to secure the said parties of the 2^d part against any losses he might sustain as aforesaid Security on said notes by the default of the said 1st party to pay them as they fall due respectively 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 2^d part 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 2^d part the following described property to-wit One log wagon and one yoke of Oxen one white & one dew colored to have and to hold 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 1st day of April 1875 the maturity of the said note unless said note is paid & satisfied by that time by the said party of the 1st part in which event he is to retain possession of said property until the said first day of May 1875 maturity of said second note when if said note is paid and satisfied by the said party of the 1st part he is to retain the further possession of the said property until the 1st day of June 1875 maturity of the last mentioned note when if said note is paid and satisfied by the said party of the 1st part then this indenture is null and void. But upon default of any of said payments or either of them as they fall due the said party of the second part is hereby authorized to take possession and sell said property to the highest bidder for cash after giving ten days notice of the time and place of said sale by posting three notices in three public places in said County and out of the proceeds of said sale retain whatever amount may be unpaid on the said notes whether they be due or not at the time of said sale with the interest thereon and the reasonable costs hereof and the balance if any pay to the said party of the first part

David J. Moore (seal)

J. T. Wilson (seal)

The State of Alabama J. French Nabors a Notary Public & ex officio Shelby County Justice of the Peace in & for said County hereby certify that David J. Moore and John T. Wilson 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 25th day of February 1875. French Nabors Notary Public Justice of the Peace Filed for Record March 23 1875 & Recorded April 16 1875 - J. T. Leeper Judge of Probate