

Brasher J. T.

To

J H. Weldon

The State of Alabama Shelley County

This indenture made and entered into this 11<sup>th</sup> day of April 1878 between J. T. Brasher - debtor of the first part and J H. Weldon Creditor of the 2<sup>d</sup> part witnesseth that whereas the said party of the first part is justly indebted to the party of the 2<sup>d</sup> part in the sum

of Forty-eight fifty Cents dollars due by Act and payable on or before the 15<sup>th</sup> day of October 1875 and the said party of the 1<sup>st</sup> 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 1<sup>st</sup> part in hand paid by the said party of the 2<sup>nd</sup> part receipt whereof is hereby acknowledged the said party of the 1<sup>st</sup> part has sold and Henry sells and Conveys to the said party of the 2<sup>nd</sup> part the following described property to wit One Cow Black with a white face two heifers one white the other white back and middle sides and his entire Crop raised at J.H. Weldons farm or any where else in the State of Ala. To have and to hold in trust as follows It is hereby agreed that the said party of the 1<sup>st</sup> part is to have and retain possession of the said property until the 15<sup>th</sup> day of October 1875 and if the said party of the 1<sup>st</sup> part shall fully pay to the said party of the 2<sup>nd</sup> part said debt and interest thereon and reasonable expenses hereof by said 15<sup>th</sup> day of October 1875 then this indenture is to be null and void But upon default of such payment the said party of the 2<sup>nd</sup> part is hereby authorized to take into possession and sell said property to the highest bidder for cash after giving 10 days notice of the time and place of said sale by publication in a newspaper if one is published in the County or by posting at three public places And acts of the proceeds of said sale attain the sum of Forty-eight  $\frac{4}{5}$  of a dollar and the reasonable costs hereof and the balance if any going to the said party of the first part.

J.T. Brasher Sub  
I.R.G. Weldon aff for said County  
Shelby County Sheriff Certify that J.T. Brasher 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 12<sup>th</sup> day of April 1875.

R.G. Weldon  
Filed April 30/75 & Recorded June 1<sup>st</sup> 1875 J.T. Leppin and Borba