Monson John C.
To
Wm S Monson Trustee
for
Dicy Kelly

State of Alabama } This Indenture made and entered into this the
Jefferson County } 3 day of September AD 1875 between John C Monson
party of the first part William S Monson Trustee party of the Second
part and Dicy Kelly party of the third part Witnesseth That whereas the
party of the first part is justly indebted to the party of the third part
in the sum of One Hundred Dollars by promisory note dated the 3 day
of September 1875 and due the 3 day of September 1876 and whereas
the said party of the first part being willing and desirous to secure
the prompt payment of said promisory note whenever the same
becomes due hath this day granted bargained, sold and Con-
veyed and by these presents doth grant bargain sell and Con-
vey unto the said William S Monson party of the Second part
his Successors and assigns forever the following property
viz The S W 1/4 of S W 1/4 Sec Two S 1/2 of S E 1/4 the S E 1/4 of S W 1/4 Sec 3
and N W 1/4 of N E 1/4 of Sec 10 all in Township 19 Range 3 west
also the N E 1/4 of N E 1/4 of Sec 10 Same Township and Range
the above described Lands lying and being in the County
of Shelby and State aforesaid and is the same recently pur-
chased from the party of the third part by the party of the
first part. To have and to hold the same to the said William
S Monson and his Successors and assigns forever. In trust
however and upon the following Conditions. If the said
party of the first part shall well and truly pay off and
discharge said promisory note on or before the 3 day of September
1876 together with the Cost and expense of this Deed then this
obligation to be void and of no effect. But if the said party
of the first part fail to pay off said promisory note and the
Cost of this Deed whenever the same becomes due, then the
said party of the Second part is hereby authorized and em-
powered to take possession of said property and to

expose the same to public vendue before the Court house door in Birmingham in Jefferson County for cash, after having given Twenty days Notice of the time, place and terms of sale together with a description of said property by posting Notices at the Court house and three other public places in said County and the proceeds arising from said Sale apply first to the Cost and expense of this trust Secondly to the debt and thirdly if any balance should remain pay the same to the party of the first part or his authorized agent
Witness our hands and seals the day and year first above written.

Jno C Morrow (Seal)

The State of Alabama }
Shelby County } I James T Leeper Judge of Probate for said County hereby Certify that John C Morrow 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 on the day the same bears date – Given under my hand this 22 day of October 1875

James T Leeper
Judge of Probate

Filed for Record October 22 1875 & Recorded November 11 1875

James T Leeper Judge of Probate