Gilmore Jacob.
Gilmore Hagan
Tremain Gabriel
Tremain Eliza
To.
Regenstine Bros.

The State of Alabama Shelby County.

This Indenture made and entered into this 28th day of Dec 1875 between Jacob Gilmore Hagan Gilmore Gabriel Tremain & Eliza Tremain debtors of the first part and Regenstine Bros Creditors 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 One hundred and Nine 54/100 dollars due by a note and payable on or before the 1st day of November 1876 and the said party of the 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. One black Mare 4 years old one bay horse 10 years old One Ox wagon, one brindle Cow and Calf all the Corn and Cotton made on our land in 1876 and also forty acres land in Shelby County which goes by the name of home place 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 1st day of November 1876 and if the said party of the 1st part shall fully pay to the said party of the 2d part said debt and interest thereon and reasonable expenses hereof by said 1st day of November 1876 then this indenture is to be null and void. But upon default of such payment the said party of the 2d 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 news-

P

paper if one is published in the County or by posting at three public places and out of the proceeds of said sale retain the sum of $109.50 dollars and interest thereon and the reasonable costs hereof and the ballance if any pay to the said party of the first part.

Signed sealed and delivered this 28th day of December 1875. in presence of W B Browne. G. Hall.

Jacob his X mark Gilmore (Seal)
Hagar her X mark Gilmore (Seal)
Gabriel his X mark Tiernan (Seal)
Eliza her X mark Tiernan (Seal)

The State of Alabama } I W B Browne Justice of the Peace for said
Shelby County } County hereby certify that Jacob Gilmore Hagar Gilmore, Gabriel Tiernan & Eliza Tiernan 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 28th day of Dec 1875.

W B Browne J.P.

Filed for Record January 11th 1876. & Recorded February 2 1876.

J. T. Leeper Judge of Probate