Lacey Wm. D.
to
Benjamin F. Cunningham

The State of Alabama }
Shelby County } This indenture, made and entered into this 25th day of February 1876, between William D. Lacey debtor, of the first part and Mary E. Cunningham & Benjamin F. Cunningham creditors, of the 2d part witnesseth, That whereas the said party of the first part is justly indebted to the party of the second part, in the sum of ninety five dollars, due by promissory note of even date herewith and payable on or before the 1st day of December 1876, and the said party of the first 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 1st part has sold, and hereby sells and conveys to the said party of the 2d part, the following described property to wit: The N.E. 1/4 of N.E. 1/4 of Section 17 Township 21, Range 3 West & N.W. 1/4 of N.W. 1/4 of Section 16 & part of W 1/2 of S.E. 1/4 of Section 8 all in township 21 Range 3 West, containing 135 acres more or less, also one brown mare mule, about 10 years old, this day sold to said party of the 1st part by said parties of the 2d part, 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 untill the 1st day of December 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 December 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 thirty days notice of the time and place of said sale by ~~publication~~ posting at three public places, and out of the proceeds of said sale retain the sum of ninety five dollars and the reasonable costs hereof, and the balance if any pay to the said party of the first part.

Signed, sealed, and delivered } W.D. Lacey (Seal)
day of 1870 as witnesses }

The State of Alabama } I W. B. Brown, Justice of
Shelby County. } the Peace for said County

hereby certify that William D. Lacey whose name is ~~hereby~~ 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, they executed the same voluntarily on the day same bears date.

Witness — My hand this 25th day of February 1876.

W.B. Browne, J. P.

Filed for Record March 20th 1876 & Recorded March 29 1876

James T. Leeper Judge of Probate