

Bates Jefferson The State of Alabama - Shelby County  
 wife This indenture, made and entered into this 13<sup>th</sup>  
 Do day of March 1876 between Jefferson Bates on  
 Benjamin - Betty Bates debtors of the first part and  
 Cardwell Benjamin Cardwell 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 Twenty six \$4.00  
 dollars, due by note of said Jefferson Bates  
 bearing even date herewith and payable on  
 or before the 1<sup>st</sup> day of December 1876; 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>d</sup> part, receipt whereof is hereby acknowledged, the said party of the 1<sup>st</sup> part has sold, and hereby sells and conveys to the said party of the 2<sup>d</sup> part, the following described property to wit: The N.E. 1/4 of S.E. 1/4 Section 23 Township 24 Range 15 East containing 40 acres also one feather bed weighing 20 pounds and also all the crop of cotton I may raise the present year 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 1<sup>st</sup> day of December 1876; and if the said party of the 1<sup>st</sup> part shall fully pay to the said party of the second part said debt and interest thereon and reasonable expenses hereof by said 1<sup>st</sup> day of December 1876, then this indenture is to be null & void. But upon default of such payment the said party of the 2<sup>d</sup> part is hereby authorized to take into possession and sell said property to the highest bidder for cash, after giving 30 days notice of the time & place of said sale by publication in a newspaper 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 twenty six <sup>50/100</sup> dollars and interest thereon and the reasonable costs hereof, and the balance, if any, pay to the said party of the first part.

Signed, sealed & delivered this } Jefferson <sup>his</sup> Bates (seal)  
 day of } 187, in presence } Hettie <sup>his</sup> Bates (seal)  
 of } <sub>mark</sub>

The State of Alabama }  
 Shelby County }

for said County, hereby certify that Jefferson Bates & Hettie Bates 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, and I further certify that on the 28<sup>th</sup> day of March 1876 came before me the within named Hettie Bates known to me to be the wife of the within named Jefferson Bates who being <sup>by me</sup> examined separate and apart from her husband touching her signature to the within deed of trust, acknowledged that

she signed the same of her own free will and  
accord and without fear, constraint or persuasion  
of her husband - In witness whereof I hereunto  
set my hand this 28<sup>th</sup> day of March 1896.

John T. Wilson, Justice  
of the Peace,

Filed for Record April 3<sup>rd</sup> 1896 & Recorded on the same day

James T. Louper  
Judge of Probate