Dover Lawson & Monroe Todd To McMath and Hawkins

The State of Alabama } This indenture made
Shelby County } and entered into this
the 4th day of May 1876, by
and between Lawson Dover and Monroe Todd
parties of the first part and McMath and Haw=
=kins a partnership composed of Wm. McMath
& James E. Hawkins parties of the second part & John
M. Pitts party of the third part witnesseth: That
whereas the parties of the first part are indebted to
the parties of the second part in the sum of fifty
dollars which is evidenced by their promissory note
bearing even date with this instrument and due
on the 1st day of October 1876.
And whereas the party of the third part has this
day signed with said parties of the 1st part an
obligation for two hundred dollars payable to
the state of Alabama unless the said Monroe
Todd appear at the next term of the circuit
Court for said county and from time to time
thereafter untill discharged by law to answer
an indictment for the offense of Grand
Larceny, And whereas the said parties
of the first part are anxious to secure the pay=
ment of the said note to the said parties of the
second part and to secure the said party
of the third part from loss in the event said
bond should be forfeited and a judgment
rendered thereon, Now in consideration of the
premises and for the further consideration of
five dollars to the party of the first part paid
the said party of the first part have this day
bargained aliened sold and conveyed unto
the said party of the second part the follow=
ing described personal property viz. One yoke
of Steers red and white spotted, one ox wagon
one bay mare and colt which is now
owned by and in the possession of the said
Lawson Dover and five head of cattle now
owned by and in the possession of said Monroe
Todd to have and to hold to them their heirs
and assigns forever, In trust nevertheless for
the purchaser following viz. It is hereby ma=

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This 2nd day of May 1878, as claims of Mr Mills & Mr Pitts are concerned this is simply a sale for as the individual property of the J. M. Pitts

disclosed and agreed that the said parties of the first part are to have and retain possession of said property untill the maturity of said note or the forfeiture of said bond, and if said note should be paid in full and the said party of the third part released from said obligation then this indenture to be null and void, but in the event that said note should not be paid in full interest and principle or in the event said bond should be forfeited and said Pitts should become liable to pay the penalty thereof then in either event said parties of the second part are hereby authorized to take said property into their possession and after advertising the same for ten days by publishing written notices in three public places in said county sell the same to the highest bidder for cash and out of the proceeds arising therefrom pay 1st whatever amount if any said party of the third part may be liable for on said bond and whatever amount if any he may have paid or be liable for in defending against said bond 2nd pay to themselves the amount that may be due on said note and the costs of said sale, 3rd should there be a balance the same is to be paid to the said parties of the first part.

Monroe his x mark Todd (Seal)
Lawson his x mark Dorr (Seal)

The State of Alabama } I, James T. Leeper, Judge
Shelby County } of Probate for said County
by hereby certify that Monroe Todd and Lawson Dorr whose names are signed to the foregoing conveyance and who are known to me acknowledged before me this day that being informed of the contents of the conveyance they executed the same voluntarily the day the same bears date.

Given under my hand and Seal this 4th day of May 1876.

James T. Leeper
Judge of Probate

Filed for Record May 4th 1876 and Recorded May 5th 1876.

James T. Leeper
Judge of Probate