Vandiver J. L. & wife
To
A. G. & J. A. Sixty

The State of Alabama = Shelby County,

This Indenture, made and entered into this 21st day of June A.D. 1876, between James L. Vandiver & Martha A. Vandiver his wife, debtors, of the first part, and Alonzo G. & James A. Sixty doing business under the firm name of A. G. & J. A. Sixty in the county and town of Talladega & State of Alabama, 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 Four Hundred & Sixty Nine 26/100 dollars, due by note due one day after date with interest from January 1st 1876 and dated June 21st 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, to wit: The NE¼ of the NE¼ & the S½ of the NE¼ & the S½ of the SE¼ all being & being in Section 11 Township 18 Range 1 East, Tuscaloosa land district also one Red ox name Lip one Red ox name Leary, one Black ox name Brandy, one white & Red ox name boys, one white & Yellow ox name Tobe, one White & Yellow ox name Jud my entire cotton crop that I raise or get in on debts this year (2) two Sugar Mills & two Evaporators all now in my possession and paid for This line so

far as the land is concerned is subject to a mortgage to Wm Howard for one Hundred and twenty five Dollars due about Jany 10th 1876. 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 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 thirty days notice of the time and 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 Four Hundred & Sixty Nine 22/100 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 and delivered this 21st day of June 1876, in presence of } James L. Vandiver (Seal)
} Martha his x mark A. Vandiver (Seal)

L. E. Brashes
W. C. T. S. Vandiver

Filed for Record June 23d 1876 and Recorded the same day —
J. T. Leper
Pro Co Ct Probate