Brashier John T. vs Thus To E. S. Martin

Satisfied & his charges E. S. Martin

State of Alabama — Shelby County —

This indenture made and entered into this the 5th day of July 1876 between John T. Brashier, Leroy Brashier and James E. Parker, debtors of the 1st part and E. S. Martin creditor 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 Twenty Four dollars & Fifty cts as follows John T. Brashier $12,00 & Leroy Brashier $6,25 dollars & James E. Parker $6,25 dollars making the amount of Twenty Four dollars & fifty cts due by account made for supplies July 5th 1876 and payable on or before the 15th 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 2nd part, receipt whereof is hereby acknowledged the said party of the 1st part has sold and bargained and conveys to the said party of the 2nd part the following described property to wit, John T. Brashier one dark bay Mare 4 years old & three cows, two white & one dun with white back and the entire corn crop of Leroy Brashier now growing on his place, & the entire corn crop of James E. Parker now growing on the place he now resides, to have and to hold in trust as follows It is hereby agreed that the said party of the 1st part to have and retain possession of the said property until the 15th day of November 1876; and if the said party of the 1st part shall fully pay to the said party of the 2nd part said debt and reasonable expenses hereof by said 15th the day of November 1876, then this indenture to be null and void. But upon default of such payment the said party of the 2nd part is hereby authorized to take into possession and sell said property to the highest bidder for cash, after giving

Ten 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 Twenty four dollars & 50cts and reasonable costs hereof and the ballance if any pay to the said party of the first part, Signed sealed and delivered } J. T. his X mark Brasher (Seal)
this the 5th day of July 1876 } Levy his X mark Brasher (Seal)
in presence of } J. L. his X mark Parker (Seal)

The State of Alabama } I, B. Poindexter a Justice of the
Shelby County } Peace for said county hereby certify that J. T. Brasher, Levy Brasher and J. L. Parker whose named are signed to the forgoing 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 5th day of July 1876.

B. Poindexter
J.P.

Filed for Record Aug 17th 1876 & Recorded Aug 25th 1876.

Jas. T. Lupes
Judge of Probate.