H. J. Lynch
To
J. W. Acker

The State of Alabama } This indenture made and entered
Shelby County } into this 28th day of January 1878
between H. J. Lynch & Susan Lynch, debtor of the first part, and Dr. J. W. Acker, creditor of the 2nd part, witnesseth: That whereas the said party of the first part is justly indebted to the party of the 2nd part in the sum of one hundred and fourteen ($114.00) dollars, due by promissory note dated November 20 - 1877 and payable on or before the 20 day of November 1878, 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 2nd 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 2nd part, the following described property, to wit: The N.W. 1/4 of N.W. 1/4 & N. 1/2 of S.W. 1/4 of N.W. 1/4 of Sec 13 and the N.E. 1/4 of N.E. 1/4 and S.E. 1/4 of N.E. 1/4 and W. 1/2 of N.E. 1/4 of S.E. 1/4 of Sec 14 T 21 of Range 2 west. Containing one hundred and sixty acres more or less. Also one bay mule name Mike, and all the corn & cotton raised this year by him H. J. Lynch, 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 until the 20 day of November 1878; and if the said party of the 1st part shall fully pay to the said party of the 2nd part said debt with interest thereon, and reasonable expenses incurred, by said 20 day of November 1878 then this indenture is 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 one hundred & fourteen dollars and interest thereon, and the reasonable costs hereof, and the balance, if any, pay to the said party of the 1st part.

Signed sealed & delivered this 28 day of January 1878 in presence of.

H. J. Lynch his x mark (Seal)

Susan her x mark Lynch (Seal)

The State of Alabama, } I Nathaniel Thomas a Justice of
Shelby County } the Peace for said county hereby certify that H. J. Lynch & Susan Lynch 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 this 28th day of Jan 1878. Came before me the above named Susan Lynch known to me to be the wife of the said H J Lynch who being by me examined separate and apart from her husband touching her signature to the foregoing deed 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 28th day of January 1878.

Nathaniel Thomas J P

Filed and Recorded February 11th 1878. J T Leeper

Judge of Probate