Thomas, Isaac N. & Malinda C. To Wilson M Rhodes

Satisfied & released this 1st day W M Rhodes

The State of Alabama, Shelby County } This indenture made and entered into this 1st day of March 1878, between Isaac N Thomas & Malinda C Thomas debtor of the 1st part and Wilson M Rhodes creditor of the 2nd part, witnesseth: That whereas the said party of the 1st part is justly indebted to the party of the 2nd part in the sum of One hundred & Eleven & 25/100 dollars, and due by Isaac N Thomas and payable on or before the 1st day of December 1878; and the said party of the 1st part being desirous to secure the payment of said indebtedness; for and in consideration thereof; 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: A lot or parcel of land known as the Wilson Anderson place containing five or six acres more or less lying immediately on S. R. & D. R. R. on the N West side thereof with a front of 5-23 ft adjoining the T Strong old lot & in the N. W. corner of the S. W qr of S E qr. of Sec 23 T 21 R 1 west, 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 1st day of December 1878; 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 1st day of December 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, at such time and place as he may select, after giving 20 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 & Eleven & 25/100 dollars, and the reasonable costs hereof, and the balance, if any, pay to the said party of the 1st part, And it is agreed the party of the 2nd part may purchase at said sale. Signed, sealed and delivered this 1st day of March 1878, in presence of

Isaac N Thomas (S S)
Malinda C Thomas (S S)

The State of Alabama } I Enoch Seale Justice of the Peace for
Shelby County } said county, hereby certify that
Isaac N. Thomas & Malinda Thomas 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.
Witness my hand this 1st day of March 1878

E Seale J. P.

Filed & Recorded March 13th 1878.

J T Luper Judge of Probate