Goode Jno D
& Wm Murray
To
Warren & Burch
&c

This mortgage is satisfied - this 1st day of November 1878.
B. F. Wilson
Trustee.

The State of Alabama, This indenture made and entered into
Shelby County } on this 5th day of February 1878, between
John D Goode & William Murray parties of the first part and
D Kirkpatrick & Co Warren & Burch Pyne Manier & Co Evans
Fite Porter & Co Ordway & Hogan parties of the 2nd part, and
Benjamin F. Wilson party of the third part witnesseth;
That whereas said John D Goode is indebted to the said
D Kirkpatrick & Co in the sum of One hundred & seventy
Eight & 60/100 dollars and to Warren & Burch in the sum
of Forty seven & 29/100 dollars and to Pyne Manier & Co
in the sum of One hundred & fifty four & 5/100 dollars
and to Evans Fite Porter & Co in the sum of Ninety seven
& 25/100 dollars; and to Ordway & Hogan in the sum of
One hundred & twelve & 72/100 dollars, all of which is
evidenced by the promissory notes of said John D Goode
to each of said parties for said amounts, bearing the
same date as this instrument & due at ninety days from
date. And whereas said John D Goode desires to secure the
payment of said notes and whereas it was agreed that
when said notes were given that the same should be
secured by the executions of this instrument now in
consideration of the premises the said Goode (and the
said William Murray joining therein to convey any
interest he may have to said property) has sold and
conveyed and by these presents sells and conveys unto said
Benjamin F. Wilson Trustee for said creditors, his entire
stock of goods wares chattles & merchandise at Calera and
at Goods Store in Shelby County Alabama, also two horses
& one buggy. one known as the "Pony" & the other as the "big"
horse. the said stock of goods being the same levied
upon by the Sheriff of Shelby County also on the 28th & 31st
days of December 1877 to have & to hold to said Trustee
for the purposes herein expressed Viz. It is understood and
agreed that the said John D Goode is to remain in posses-
sion of said property and have the same as the agent of said
trustee & said notes or the happening of some one of the contin-
gencies herein expressed. It is further understood & agreed
that said John D Goode as such agent shall be permit-
ted to sell said stock of Goods (which is not to include
buggy & horses) for cash in the usual course of trade by
retail and by consent of trustee may sell at wholesale.
It is further understood and agreed that said John D

This Mortgage is duly satisfied, this 1st day of November 1878.
B. F. Wilson
Trustee &c.

Goode as such agent shall pay over on saturday of each week all moneys received by him from sale of goods at retail, except five dollars per week for the support of himself & family which he is hereby permitted to retain, In the event of a sale of said goods at wholesale the purchase money thereof to an amount sufficient to pay said creditors in full, shall be paid direct to said trustee. It is further understood and agreed that said Goode is to be held to a strict account as such agent for any moneys received by him from a sale of ~~such~~ said goods, and in the event of a failure to so account he shall be held criminally liable therefor. It is further understood and agreed that in the event of the failure of said Goode to account or pay over any money received by him from a sale of any of said goods on saturday of any week as aforesaid, or if he shall fail to pay any of said above described notes by the time the same becomes due then in either event it shall be the duty of said Benjamin F Wilson to take immediate possession of all the property herein conveyed and after advertising the same for ten days in some newspaper published in said county, or by posting written notices in three public places in said county, sell the same to the highest bidder for cash and out of the proceeds arising from said sale, pay 1st the expenses of said sale, 2nd the balance due on said notes & 3rdly return the balance if any to John D Goode. It is further understood and agreed that unless there is a foreclosure of this mortgage said Wilson is not to charge said creditors any thing for his services in receiving & paying over said money, or for any other services rendered by him in the premises, and in the event of a foreclosure his fee & charges shall not diminish the amount of the demands of said creditors except in the event the property herein conveyed is sufficient to pay his charges and the notes due said creditors. It is further understood and agreed that said John D Goode is to pay for the execution & record of this instrument, In testimony whereof said parties of the 1st & third parts have hereunto signed their names the day and year first above written, It is ~~further~~ understood & agreed that said B F Wilson is not to be responsible beyond any money received by him as such trustee, from said Goode or from a foreclosure of this mortgage as above stated.

Jno D Goode
Wm Murray
B F Wilson

The State of Alabama } I Amos M Elliott clerk of the circuit
Shelby County } Court for said county do hereby certify
that John D Goode William Murray & B F Wilson whose
names are signed to the foregoing conveyance are 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 February 5th 1878.

A M Elliott clerk

Filed for Record April 8th 1878 and Recorded April 12
1878.

J T Leeper Judge of Probate