Neely James H. & wife
To
Joshua O. Johnson

The State of Alabama
Shelby County

This Indenture, made and entered into this 19th day of December 1878 between James H. Neely & wife Tyre Neely both colored debtor of the first part and Joshua O. Johnson 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 Forty & 50/100 dollars & $42.37½/100 dollars due by 2 promissory notes, First for $40.50 cts 2nd $42.37½ cts and payable on or before the 19th day of June 1879: 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 hereby sells and conveys to the said party of the 2nd part, the following described property to wit:

The North west quarter of the South west quarter of Section (8) Township (22) of Range (1) East 40 Acres of land lying in Shelby County near the Shelby Iron Works, also my entire set of Shoe tools & sewing machine. Also 4 head of hogs, one cow & calf color Brindle & white spotted name Fanny in fact every thing I possess or may hereafter possess until said Johnson is fully paid what is due him, 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 19th day of June 1879; and if the said party of the 1st part shall fully pay to the said party of the 2nd part said debt and interest thereon, and reasonable expenses hereof by said 19th day of June 1879 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 10 days notice of the time and place of said sale, by posting at three public places, and out of the proceeds of said sale retain the sum of the 2 Notes $40,50 & $12.37½ 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 day of 187 in presence of J T Leeper.

James H Neely (Seal)
Tyre his x mark Neely (Seal)

The State of Alabama } I James T Leeper Judge of Probate
Shelby County } for said County, hereby certify that James H Neely and Tyre Neely 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 23 day of December 1878

J T Leeper
Judge of Probate

Filed for Record December 23 1878 and Recorded January 25 1878

James T Leeper
Judge of Probate.