Weaver Elias) The State of Alabama) This indenture made and entered into this
To Shelby County } 5th day of March 1879 between Elias Weaver
James T. Leeper) debtor of the first-part and James T Leeper creditor of the 2d
part witnesseth: That whereas the said party of the first-part is
justly indebted to the party of the second part in the sum of
Three hundred and fifty dollars due by two promissory notes
waiving exemptions. one for One hundred and Seventy five
dollars bearing this date and payable on the first-day of
January 1880, and the other for one hundred and Seventy five
dollars bearing this date and payable the first-day of January
1881 with interest on the last of said notes from this date, these
two notes being for the purchase money of the land hereinafter
described & conveyed, which said land was this day sold and

conveyed by said J T Leper & wife to said Elias Weaver, and the said party of the first part being desirous to secure the payment of said indebtedness; for and in consideration thereof the said party of the first part has sold and hereby sells and conveys to the said party of the second part, the following described property to wit; The East half of the North East quarter of Section 15 Township 21 Range one East lying in said county to have and to hold in trust as follows: It is hereby agreed that the said party of the first part is to have and retain possession of the said land until the 1st day of January 1880 and if the said party of the 1st part shall fully pay to the said party of the 2nd part, said first described note, then he is to have and retain said land until the first day of January 1881 and if he then pays said second note and the interest thereon in full, then this conveyance to be null and void. But if default be made in the payment of said notes or either, said party of the second part is authorized and empowered to take possession of said land and sell the same to the highest bidder for cash, after giving twenty days notice of the time and place of sale by posting notices at the door of the Court house and two other public places in this County, said sale to be in front of the Court house and out of the proceeds of said sale pay whatever may be owing on said notes at the time of sale whether due or not, and the balance if any, pay to said first party, and said second party may purchase at said sale,

Witness my hand & Seal the day and year above written

Test Jno W Pitts — Elias Weaver (Seal)

Walter Orr

The State of Alabama) I Walter Orr Notary Public in and for
Shelby County) said county hereby certify that Elias Weaver whose name is signed to the foregoing conveyance and who is known to me acknowledged before me on this day that being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Witness my hand this 5th day of March 1879

Walter Orr
Notary Public

Filed for Record March 5 1879 & Recorded Mach 24 1879

James T Leper Judge of Probate