Browning Joshua R.
To
Jno. S. Leeper
Trustee

The State of Alabama } This Indenture made and entered into this the 4th
Shelby County } day of June 1881 by and between Joshua R. Browning party of the first part John S. Leeper Trustee party of the second part and Julia Browning wife of the said Joshua R. Browning party of the third part all of said County of Shelby and State aforesaid Witnesseth: That whereas said party of the first part for and in Consideration of the natural love and affection which said party has and bears for said party of the third part and for other goods and sufficient Considerations (being unincumbered and free from debt) has given granted and Conveyed, and by these presents does give grant and Convey unto the said John S. Leeper as trustee for the sole use and benefit of the said party of the third part the following described real and personal property viz - The S½ of the S.E¼ of Sec 22: The S.W¼ of the S.W¼ of Sec 23; The W½ of the N.W¼ of Sec 26: The W½ of S.W¼ of Sec 26; The N.E¼ of the N.E¼ of Sec 27: The N½ of Sec 34 and W½ of S.E¼; The N.E¼ of S.E¼ and a part of the N.E¼ of S.W¼ of Sec 34 all in Township 21 Range One (1) East: Also the North East fraction of Section 18. Township 22. Range 2. East all lying and being in said County of Shelby and State of Alabama - Also all of the personal property now owned by and belonging to the said party of the first part which principally consists of the following described property, Seven Mules and Two horses, Twelve head of Cattle, all of the wagons Tools and farming implements Carts &c. Household and Kitchen furniture, One Organ and all other personal property not particularly described, To have and to hold to the said John S. Leeper in trust and upon the following Conditions viz: It is hereby agreed that the said party of the first part is to have and retain possession of said above described property until his death That he may during the period of his life use and manage said property to the best advantage and as he thinks proper, but that in no event shall he be permitted or allowed to dispose of any of said property

by gift, deed, Sale or otherwise without the written Consent of said Trustee; that whenever said party of the first part and his wife the said party of the third part shall deem it best to sell and dispose of any of said property they shall first obtain the written Consent of said Trustee - and the said Trustee must join in the sale of the same in a written instrument if it be land and if personal property to sign a bill of sale for said property with said parties of the first and third parts. It is also further agreed and understood that all incomes, profits, rents and issues arising from said property during the life of said party of the first part, is and shall be the exclusive property of the said party of the third part, but that it shall be under the Control and Supervision of said Trustee as aforesaid - In the event said party of the first part in his management and Control of said property shall deem it best to exchange any of the personal property such as horses mules, Calle and wagon it is hereby agreed that he may do so without the Consent of said Trustee, but that it shall be understood and agreed in all Cases that the property received for and in lieu of the property exchanged shall stand in the place of the property so exchanged. It is also further understood and agreed that if the said party of the first part shall die before said party of the third part, then and in that event said Trustee and the party of the third part are to manage jointly said property, or if the see proper they may select a third party for this purpose a man of good business qualifications, and sober and virtuous habits, to whom they shall pay from the Income or proceeds from said property a Salary to be agreed upon between all of said parties - It is also further agreed that said Trustee may at any time resign Said Trust, and that said parties of the first and third parts may request him to resign, whenever they may deem best, and when such request is made in writing signed by the parties of the first and third parts then said Trustee must resign - And in the event of the resignation of said Trustee at his option or by request as aforesaid, the said parties of the first and third parts agree that the Register in Chancery of said County may appoint his Successor

Given under our hands and Seals this 4th day of June 1881.

Joshua R. Browning (Seal)

Julia E. Browning (Seal)

John S. Leeper (Seal)

The State of Alabama } I James T. Leeper Judge of Probate in and
Shelby County } for said County hereby Certify that J. R. Browning Julia Browning and John S. Leeper 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 said Conveyance they executed the same voluntarily on the day the same bears date.
Witness my hand this 4th day of June 1881.

James T. Leeper Judge of Probate

Filed for Record June 4th 1881. & Recorded August 23 1881. J. T. Leeper Judge Probate