T. H. Whatley
to
J. M. Swan
100

The State of Alabama } This indenture, made and entered
Shelby County } into this the 7th day of February A.D. 1891
between T. H. Whatley & wife debtors of the first part, and J. M.
Swan creditor, of the second 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 Twenty-five Dollars, Due
by promissory note and payable on or before the 7th day of
August 1891: 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:) Real estate, to-wit: commencing on the east side of the right of way of the L.&N.R.R. at the junction of Thos Boyle and Kellys Land and running north of E. One degree One hundred and two yds (102 yds) thence West of North two degrees Ninety six and 1/8 yards (96 1/8) thence South of W one degree One hundred and two yards (102) to right of way of said R.R. thence east of South one degree along said right of way Ninety six and 1/8 yds (96 1/8) to point of beginning - Less Lot sold to S.J. Jenny - and Lot to Lane Cov. 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 said property until the 7th day of August 1891. And if the party of the first part shall fully pay to the said party of the first second part said debt and interest thereon, and reasonable expense hereof by said 7th day of August 1891, then this indenture is to be null and void. But upon default of of such payment the said party of the second part is hereby authorized to take into possession and sell said said property to the highest bidder for cash, at such time and place as he may select, after giving thirty 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 Twenty-five dollars, and interest thereon and the reasonable cost hereof, and the balance, if any, pay to the said party of the first part. And it is agreed that the party of the second part may purchase at the sale. Signed, sealed and delivered, this the 7th day of February 1891

T. J. Whatley. (Seal)
W. E. Whatley. (Seal)

The State of Alabama } I, W. L. Huggins a Justice of the
Shelby County } Peace, for said County, hereby certify that T.J. Whatley 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 contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Witness my hand, this 7th day of February 1891.

W. L. Huggins, J.P.

The State of Alabama } I, W. L. Huggins a Justice of the
Shelby County } peace County and State aforesaid do hereby certify, that on the 7th day of February 1891 came before me the within named T.J. Whatley, who being by me examined separate and apart from her husband, touching the signature to the within conveyance, acknowledged that She signed the same of her own

free will and accord, and without fear, constraint or threats on the part of her husband.
In witness whereof, I hereunto set my hand this 7th day of February 1891.

W. L. G. Huggins. J.P.

Filed for record Mch 2. '91. R. M. Cobb. Judge of Probate.