

Moss Anderson
Do
Jas. Murphy
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This indenture made this 1st day of April 1838
between Anderson H. Moss of the first part and D. E.
Walters of the second part and James Murphy
of the third part, Whereas the said Anderson H. Moss
is justly indebted to the said James Murphy in the
sum of three hundred dollars to be paid on the 25th
day of December in the year eighteen hundred and
thirty which debt the said Anderson H. Moss is
desirous to renew Now this indenture, Witness that
for and in consideration of the premises and also
for the further consideration of one dollar to the said
Anderson H. Moss in hand paid by the said Daniel
E. Walters, at and before the sealing and delivery
of these presents the receipt whereof is hereby acknowl-
edged by the said Anderson H. Moss both given
granted, bargained, sold, aliened, enfeoffed released
and conveyed, and by these presents doth give, grant
bargain, sell, alien, enfeoff, release and convey
the said Daniel E. Walters his heirs and assigns
forever, all that tract or parcel of land lying &
being in the State of Alabama and County of
Shelby containing two hundred and forty acres
be the same more or less being the last half of the
South East quarter of section fourteen township
twenty of range three west also the west half of the
North East quarter of section fourteen in township
twenty of range three west in the District of Tus-
caloosa also the East half of the North East quarter
of section fourteen township twenty range three
west and all the Estate right title & interest of the
said Anderson H. Moss in and to the said granted
or intended to be hereby granted tract or parcel
of land and premises to have and to hold the
said hereby granted premises or intended hereby
to be granted with their appurtenances together
with all and singular the buildings thereon
standing unto the said Daniel E. Walters
his heirs executors, administrators and assigns

former. And the said Anderson H. Moss for
 himself his heirs, exors, administrators
 and assigns doth hereby covenant, promise
 and agree to & with the said David E. Nations
 his heirs exors, administrators and assigns
 former, in manner and form following viz:
 that the said Anderson H. Moss his heirs ex-
 ors & administrators the foresaid tracts or
 parcels of land and premises with all the
 buildings thereon standing and appurtenances
 hereby conveyed unto the said David E. Nations
 his heirs exors, administrators and assigns
 against all persons whatever shall and will
 warrant and defend former, by their heirs
 upon trust nevertheless that the said David
 E. Nations, his heirs exors administrators
 shall permit the said Anderson H. Moss to
 remain in quiet and peaceable possession
 of the said tracts or parcels of land & prem-
 ises with the appurtenances hereby conveyed &
 take the profits thereof to his own use until
 default be made in the payment of the said
 three hundred Dollars either in whole or in
 part and thereupon this further trust that
 he his heirs exors, administrators or
 assigns shall and will so soon after the hap-
 pening of such default of payment as he
 his heirs, exors, administrators or assigns
 may think proper, or the said James
 Murphy his exors, administrators or
 assigns shall require, sell the said tract
 or parcel of land & premises, with the appur-
 tenances or such part of the hereby granted
 premises as the trustee or his representative
 hereby authorized to act shall think suffi-
 cient for the purpose and shall think
 proper to sell to the highest bidder for
 ready money at public auction after
 having fixed the time & place of sale at
 his own direction and given thirty days
 notice of such sale by advertisement put
 up in the town of Monteville and such
 other public as said trustee shall think
 fit and out of the moneys arising from
 such sale shall after satisfying the

charges thereof and other expenses attending the premises pay to the said James Murphy his exors, administrators or assigns the said sum of Three hundred Dollars and the balance if any shall pay to the said Anderson H. Moss his his exors, administrators or assigns but if the whole of the said sum of Three hundred Dollars shall be fully paid off & discharged to the said James Murphy his exors, administrators or assigns on or before the twenty fifth day of December 1830 when the same is payable, so that no default of the said sum of Three hundred dollars be made then this indenture to be void else to remain in full force and effect. In witness whereof the said parties to these presents have hereunto, set their hands and affixed their seals this 12th day of April 1830. W. J. Moss.

J. D. Shelly
Benj. Harmer

Anderson H. Moss. Real
Daniel E. Watson. Real
James Murphy. Real

Know all men by these presents that I William J. Moss do hereby release unto James Murphy all claims to do within granted land and premises but release only in favor of the within claim for three hundred dollars this release having for three hundred dollars, this release having been provided before the contracting said debt, and being a condition precedent to said contract

Given under my hand and seal this 12th April 1830
Witness Daniel E. Watson N. Not. William J. Moss. Real