

Mrs. A. L. /  
 To  
 Thos. W. Smith  
 Page 103.

This indenture made this fifth day of  
 November in the year of our Lord one  
 thousand eight hundred and thirty be-  
 tween Anderson H. Moss of the first part  
 and Thos. W. Smith of the second part and  
 Edmund King of the third part, Witnesseth  
 that whereas the said Anderson H. Moss is  
 justly indebted to the said Edmund King in  
 the sum of one hundred and thirty dol-  
 lars to be paid on the first day of January  
 in the year of our Lord eighteen hundred  
 and thirty one bearing even date with  
 these presents which said debt with legal  
 interest thereon the said Anderson H. Moss  
 is willing and desirous to remove now this  
 indenture. Witnesseth that for and in  
 consideration of the premises, and also for  
 the further consideration of one dollar  
 of lawful money of the State of Alabama  
 to the said Anderson H. Moss in hand  
 paid by the said Thomas W. Smith  
 at and before the making and delivery  
 of these presents, the receipt whereof is

hereby acknowledged he the said Andrew H. Moss hath given, granted, bargained, sold, aliened, enfeoffed, released and confirmed and by these presents, doth give, grant, bargain, sell alien, enfeoff, release and confirm to the said Thos. W. Smith his heirs assigns forever, all that tract or parcel of land lying in the County of Shelby and designated as follows: to wit: the east half of the north East quarter of section fourteen in township twenty of range three west in the district of Tuscaloosa and State of Alabama containing eighty acres and three hundredths of an acre also the following property to wit: twenty four head of cattle, eighty head of hogs two stils & tubs, and cotton gin & thrasher one box of carpenters tools one bed and furniture two hundred bushels of corn, with all and singular the appurtenances to the said tract or parcel of land belonging or in anywise appertaining To have and to hold the said hereby granted land and personal property above described unto the said Thomas W. Smith his heirs executors, administrators and assigns forever to the only proper use and behoof of the said Thomas W. Smith his heirs, executors, administrators and assigns forever. And the said Andrew H. Moss his heirs, executors, administrators and assigns the aforesaid tract or parcel of land and premises with the appurtenances together with the above described personal property unto the said Thos. W. Smith, his heirs executors, administrators and assigns against all persons whatever shall and will warrant and former defend by these presents upon that nevertheless that the said Thos. W. Smith his heirs, executors and administrators shall permit the said Andrew H. Moss to remain his quit and peaceable possession of the above described property and to take the profits thereof to his own use until default be made in the payment of the said hundred and thirty dollars either in the whole or in part and then upon this further intent that he the said Thos. W. Smith shall and will no soon after the happening or such default of payment or no soon after as he

may think proper or that the said Edmund King his executors administrators or assigns shall request, sell the said tract or parcel of land above described together with the above mentioned premises or such part of the hereby granted premises as the trustee hereby authorized to act shall think sufficient for the purpose to sell to the highest bidder for ready money at public auction after having fixed the time & place of sale at his own discretion and giving thirty days notice thereof by advertisement in the most public places in said county and out of the moneys arising from such sale shall after satisfying the charges thereof and all other expenses attending the premises pay to the said Edmund King his executors administrators and assigns the said sum of one hundred and thirty dollars with the interest which may accrue lawfully have accrued and the balance if any shall pay to the said Andrew H. Moss his heirs executors, administrators and assigns

But if the whole of the said sum of one hundred and thirty dollars shall be fully paid off & discharged to the said Andrew H. Moss and his executors, administrators and assigns on or before the said first day of January in the year when the same is payable so that no default of payment of the said sum of money be made then this indenture to be void or else to remain in full force and virtue.

In witness whereof the said parties to these presents have hereby set their hands and affixed their seals this day and year first above written

Andrew H. Moss. Real  
 Mrs. M. Smith Real  
 seals and deliv'd into Edm'd King Real  
 per J. M. Morris John Smith

The State of Alabama } James M. Smith  
 Shelby County } Clerk of the Circuit  
 Court for Shelby County do certify that  
 John Smith after being duly sworn saith  
 that he saw the parties to the deed sign

real and delinquent the witness deed for the pur-  
pose therein and that he saw James W. Mardis  
sign the same as a witness and that he him-  
self signed the same as a subscribing witness  
given under my hand and seal this 3 day of No-  
vember 1930. James W. Smith clk.