Mc Grady R.
To
J. W. Roper.
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This Indenture made this the 19th day of September in the year of our Lord eighteen hundred and thirty five between Robert Mc Grady of the first part & John W. Roper of the second part, both of Shelby County Alabama, Witnesseth: that the said party of the first part for and in consideration of the sum of two hundred dollars to him in hand paid by the said party of the second part the receipt whereof is hereby acknowledged hath granted, bargained and sold and by these presents doth grant bargain sell release, enfeoff & confirm unto the said party of the second part and to his heirs & assigns forever, all that tract or parcel of land lying and being in the County & State aforesaid & Tuscaloosa land district known and designated as the West half of the SE1/4 section 36 township 21 Range one West, to have and to hold the above bargained premises to the said party of the second part his heirs & assigns to the sole and only proper use benefit and behoof of the said party of the second part his heirs & assigns forever provided always and these presents are upon this express condition that if the said party of the first part pay to the said party of the second part the just and full sum of two hundred dollars on or before the first day of January eighteen hundred and thirty seven which lawful interest until paid according to the terms of a certain promissory note bearing even date herewith ~~connected & executed~~

by the said party of the first part to the said party of the second part their heirs premises and the said promissory note, shall cease, determine & be void and void but in case of the non payment of the sum of two hundred dollars or any part thereof or of the interest of on said or any part thereof so to become due and at the time above limited for the payment thereof then and in such case it shall and may be lawful for the said party of the second part his heirs executors, administrators or assigns and the said party of the first part doth hereby empower & authorize the said party of the second part his heirs, executors, administrators and assigns to grant bargain & sell the said tracts of land & premises or any part or parcel thereof with the appurtenances at public vendue giving ten days notice first up at the Court house door of Shelby County and on such sale to make and execute to the purchaser or purchasers his, her or their heirs & assigns proper good and ample and sufficient deed or deeds of conveyance in law, rendering the overplus money, if any there be, to the said party of the second part his heirs, executors, or administrators after deducting the costs & charges of such vendue & sale as aforesaid together with the sum due on said promissory note. In witness of all of which we have hereunto set our hands & affixed our seals the day & year first above written.

John N. Roper. (Seal)
Robert W. McGrady. (Seal)

The State of Alabama } Personally appeared before
Shelby County. } me Henry H. Wilson Clerk of the Shelby Circuit Court the above parties McGrady & Roper and both acknowledged that they severally signed sealed & delivered the above mortgage or deed on the day & year therein mentioned for the purposes and consideration therein expressed. In testimony of which I hereto set my hand this the 19th day of September A.D. 1835.

H. H. Wilson Clk. & Comty Court

Filed for record 2d Oct. 1835, & recorded this 13 January 1836. A. B. Harris Clk.