Wells John
To
M. D. Sterrett
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The State of Alabama } This indenture
Shelby County. } made and entered
into this 9th day of March in the year of
our Lord eighteen hundred and sixty six
between John Wells of the first part and
Major D. Sterrett of the second part Witnesseth
that the said John Wells is justly indebted
to the said Major D Sterrett in the sum of
fifty two Dollars and fifty cents as per
promissory note, bearing even date herewith
more fully appears due the first day of Jan.
next which said debt the said John Wells
is willing and desirous to secure, to be
paid now therefore in consideration of
the premises and also for the further con=
sideration of one dollar to ~~him~~ the said
John Wells in hand paid by the said
Major D. Sterrett, the receipt whereof is
hereby acknowledged the said John Wells

the party of the first part hath given granted, bargained and sold and by these presents do give grant, bargain, sell, alien enfeoff, release and confirm unto the said M. D. Street the party of the second part the following described tract or parcel of land to wit The North East quarter of the North East quarter, of section no thirty three township no twenty of range no one East containing thirty three 83/100 acres more or less lying and being in Shelby County and Sucalosa land district together with all and singular the premises and appurtenances thereunto belonging or in anywise appertaining, all the right title, interest claim or demand of the said John Wells of, in, or to the said tract of land and premises either at law or in equity or expectation or otherwise to have and to hold the said land and premises unto the said Mayor D. Street his heirs and assigns forever, to the only proper use, benefit, and behoof of the said M. D. Street his heirs, executors or administrators, and the said John Wells doth for himself his executors or administrators the aforesaid land and premises unto the said Mayor D. Street his heirs and assigns forever, against the lawful claim or claims of all and every person or persons whatsoever, doth by these presents forever warrant and defend upon trust nevertheless that the said Mayor D. Street shall permit the said John Wells to remain in quiet and peaceable possession of the said land & premises and take the profits thereof to his own use until default be made in the payment of the said sum of fifty two 50/100 Dollars either in whole or in part and then upon this further trust the Mayor D. Street his heirs executors administrators or assigns shall so soon after the default of such payment as he or his heirs or assigns may think proper, sell the said tract of land

and premises at the court house door in Columbiana to the highest bidder after giving ten days notice thereof in two or more public places in said County for cash. And out of the monies arising from such sale shall after satisfying the charges and expenses about the same retain the amount of the said note before mentioned with interest thereon if sufficient the balance if any shall pay over to the said John Wells, his heirs, executors or administrators but if the whole sum of sixty two 50/100 dollars be paid off and discharged to the said Mayor D. Sterrett his heirs or assigns on or before the first day of January next when the same falls due so that no default of payment be made, then this indenture to be of none effect, else of full force and virtue. And further, should said land be sold by reason of default then said M. D. Sterrett shall have full power by these presents, to make good title to the same.

John Wells. {Seal}
M. D. Sterrett {Seal}

The State of Alabama. } Personally appeared
Shelby County. } before me Henry Wilson Clerk of the Circuit Court of said County the above named John Wells & Mayor D. Sterrett known to me to be the same who signed the foregoing deed and severally acknowledged that they signed sealed and delivered the same on the day and year therein mentioned for the consideration and purposes therein mentioned In testimony whereof I hereto set my hand and affix my private seal having no seal of office at office this 6th day of April 1836.
H. H. Wilson Clk. (Seal) S. C. C.

Filed for record the 7th day of April 1836 and recorded 17th day of June 1836. C. B. Davis Clk. B. O. M. Mtg.