

Jarrd. | The State of Alabama, } This instrument  
To | Shelley County. } made and sealed  
M. D. Sterrett | into this 13 day of April in the year of  
Page 146. | one thousand eight hundred and forty  
six between Alden Jarrd of the first part

and Major D. Streett of the second tract  
 both of the County and State aforesaid  
 Witnesseth that the said Alden Farr for  
 is fully indebted to the said M. D. Streett  
 in the sum of one hundred and fifty  
 dollars, as by promissory note bearing date  
 of this day. More fully appears, due the  
 first day of January next, which said  
 debt the said Alden Farr is willing to pay  
 and desires to be paid to the said  
 Major D. Streett or assigns now then  
 for and in consideration of the premises  
 and also for the further consideration of  
 one dollar to the said Alden Farr in  
 hand paid by the said M. D. Streett to  
 before the sealing and delivery of this  
 present the receipt whereof is hereby  
 acknowledged. The said Alden Farr the  
 party of the first part tract given granted,  
 bargained, sold and conveyed and con-  
 firmed and by these presents do give  
 grant bargain, sell, convey and con-  
 fess unto the said Major D. Streett party  
 of the second part his heirs & assigns forever,  
 the following described piece or parcel of  
 land to wit: The North half of the North  
 West quarter of section no thirty four  
 of Lower Sleep No tract of range no one  
 east, containing nearly nine  $\frac{64}{100}$  acres  
 more or less, lying and being in Shelby  
 County Alabama, and is called land  
 directed together with all and singular  
 the premises with the appurtenances  
 thereto belonging or in any wise annexed  
 appurtenant and the right, title, interest  
 therein and demand of the said Alden  
 Farr. of in and to the above described  
 tract of land & premises, either at law  
 or in equity his executors or otherwise  
 to have and to hold the said land and  
 premises with its appurtenances unto the  
 said Major D. Streett his heirs & assigns  
 forever, to the only proper use benefit  
 and behoof of the said Major D. Streett  
 his heirs exequatur administration &  
 assigns. And the said Alden Farr doth

for himself his heirs executors or administrators the aforesaid tract of land & premises unto the aforesaid Major D. Streett his heirs executors, administrators & assigns against the lawful claim or claims of all and every person or persons whatever, doth by these presents and will forever warrant and defend, upon trust nevertheless that the said Major D. Streett shall permit the said Alder Farr, to remain in quiet & placable possession of the said land and premises and take the profits thereof to his own use until default be made for the payment, of the said sum of one hundred and fifty dollars, either in whole or in part, and then upon trust further trust that the said Major D. Streett his heirs executors, administrators or assigns shall recover after the defact of such payment as he or his heirs, executors or administrators or assigns may think proper, all the said tract of land and premises at the Court house door in Columbia and to the highest bidder after giving ten days public notice thereof in two or more public places in said County for each, and out of the monies arising from such sale, shall after satisfying the charges and expenses about the same, retain the amount then due on said note with interest thereon from the maturity if sufficient the balance if any else be shall pay over to the said Alder Farr, his heirs, executors or administrators but if the whole sum of one hundred and fifty Dollars be paid off and discharged to the said Major D. Streett his heirs executors, administrators or assigns on or before the first day of January next when the same becomes due, & payable so that no defact of payment be then made, then this indenture to be of none effect, else of full force and virtue and further should said land and premises be sold by reason of defact of payment, being made, then the said Major D. Streett his heirs, executors, administrators

assigns, and the said Alden Fass sets forth himself  
 his heirs executors and administrators the aforesaid  
 tract of land and premises unto the aforesaid Major  
 D. Strutt his heirs executors, administrators and  
 assigns against the lawful claim or claims of all  
 and every person or persons, whatever, doth by  
 these presents and will forever warrant and defend  
 upon trust remittit that the said Major D.  
 Strutt shall permit the said Alden Fass  
 to remain in quiet and peaceable possession  
 of the said land and premises and take the  
 profits thereof to himself until default be  
 made in the payment of the said sum of one  
 hundred and fifty dollars, either in whole  
 or in part and then upon this further trust  
 that the said Major D. Strutt his heirs ex-  
 ecutors, administrators or assigns shall as soon  
 after default of such payment as he or his  
 heirs executors, administrators or assigns may  
 think proper sell the said tract of land &  
 premises at the Court house door in Colum-  
 bus to the highest bidder after giving ten  
 days notice thereof in two or more public  
 places in said County for calls, and out  
 of the monies arising from such sale  
 shall after satisfying the charges and expens-  
 es about the same retain the amount  
 due on said note with interest thereon  
 from its maturity, if sufficient the  
 balance, if any there be, shall pay over  
 to the said Alden Fass, his heirs ex-  
 ecutors, or administrators but if the whole  
 sum of one hundred and fifty Dollars  
 be paid off and discharged to the said  
 Major D. Strutt his heirs, executors ad-  
 ministrators or assigns or before the  
 first day of January when the same  
 falls due, & payable so that no default  
 of payment be therein made then this  
 instrument to be of none effect, else of full  
 force and virtue and further should  
 said land & premises be sold by reason  
 of default of payment, as herein  
 stated then the said Major D. Strutt  
 his heirs executors administrators

or assigns are authorized and shall have full power by their presents, to make good the simple bills to the same to the subscriber.

The State of Alabama, } Alder <sup>in</sup> Ward Seal  
 Shelby County, } M. D. Sterrett <sup>mark</sup> Seal  
 I, James Kelly came before me Henry Wilson Clerk of the Circuit Court of Shelby County the above named Alder Ward and Mayor D. Sterrett known to me to be the same persons who signed the foregoing did and severally acknowledge that they signed, made & delivered the same on the day & year herein mentioned for the consideration and purposes therein expressed in testimony of which I hereto set my hand and affix hereto my private seal having no seal of office this 13 day April 1836.

Seal

H. H. Wilson C.R.

Filed for record the 23 day of April 1830 and recorded the 18 day of June 1836.

D. D. Davis by dep. P. B. Long.