Ben Frost
20
Bank
4

The State of Alabama, Shelby County.
Know all men by these presents that for & in consideration I am indebted to the Branch of the Bank of the State of Alabama located at Montgomery under the 21st Section of the Act of June 1837 by three promissory notes copies of which are hereon endorsed and also for the further consideration of One Dollar the receipt of which is hereby acknowledged do hereby bargain and sell unto said Branch Bank the following described tract or parcel of Land lying and being in Shelby County viz: The NE 1/4 SW 1/4 and NW 1/4 of the SE 1/4 except eight acres in Section One Township Twenty Two Range Three West to have and to hold said land to said Branch Bank forever provided that if said notes are punctually paid that these presents shall be void but if either or any of said notes are not punctually paid it shall be lawful for the President of said Branch Bank to seize and sell said Land at public auction at such time and place as he may think proper giving ten days notice of the same by advertisement in some paper published in said State and applying the proceeds of said sale to the payment of said notes or either of them whether the same are due or not with all interest damages & costs as well of the sale as upon the notes and the said Benjamin Frost doth hereby for himself his heirs and assigns covenant and agree to defend the title made on such sale against all persons. Witness my hand & seal 21st Sept. 1837.

Signed sealed & Delivered
in presence of John M. McClanahan
N. H. Wilson

Benj. Frost (LS)

Shelby County 14th August 1837.
On or before the 26 July 1837 we promise to pay to the Cashier of the Br of the Bank of the State of Ala at Montgomery or order Two Hundred Thirty Two 80/100 Dolls value recd under the 21st Section of the Act of June

1837; negotiable and payable at said Bank
230 80/100
Benj. Frost
J. H. Cunningham
Sam'l Bowden.

Shelby County 14 Aug't 1837.
On or before the 26 July 1839 we promise To pay To the Cashier of the Br of the Bank of the State of Ala at Montgomery or order Two Hundred Twenty eight 81/100 Dolls value rec'd under the 21 Section of the Act of June 1837; negotiable and pay'l at said Bank.
228 31/100
Benj. Frost
J H Cunningham
Sam'l Bowden

Shelby County, 14 Aug't 1837.
On or before the 26th July 1840 we promise to pay To the Cashier of the Br of the Bank of the state of Ala at Montgomery or order Two Hundred fourteen 15/100 Dolls. value rec'd under the 21 Section of the Act of June 1837; negotiable & pay'l at said Bank.
214 15/100
Benj. Frost
J. H. Cunningham
Sam'l Bowden

The State of Alabama } I, Obadiah B. Havis
Shelby County } Clerk of the County Court of said County do hereby certify that on the Twenty first day of September 1837 the above named Benj. Frost appeared before me and acknowledged the foregoing mortgage to be his act and deed & further certify that I have examined the records of my office and that there is no incumbrance of any description on the Land in said mortgage described - Given under my hand and seal the day above written.
O. B. Havis clk (LS)

The State of Alabama } Before me John M.
Shelby County } McClannahan an acting Justice of of the Peace of said County came Benjamin Frost who on oath says that he is the owner of the Land in the foregoing mortgage in fee simple and that they are free from all incumbrances -
Benj. Frost
Sworn to & subscribed 21st day of September 1837.
John M. McClanahan

We are personally acquainted with the value of the property described in the foregoing mortgage and certify the value of the same at the present date to be at least twelve Hundred Dollars.

H. H. Wilson
Jno. M. McClanahan

Filed for record 9th Nov. 1837 & recorded next day.

A. B. Harris Clk.