Jas. H. Castleberry to Bank. 3b

The State of Alabama, Shelby County.
Know all men by these presents that I Joseph H. Castleberry of the County and state aforesaid for and in consideration of that 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 of the Bank the following described lot or parcel of land ground situate and being in the County of St. Clair the S½ of Section 3 Township 18 Range 3 E. Containing 160 acres - To have and to hold the aforegranted premises to said Branch Bank forever provided that if said notes are punctually paid these presents shall be void but if any or either of said notes are not punctually paid it shall be lawful for the President of the Branch Bank to seize and sell said premises at public auction at

such time and place as he may think proper giving ten days notice of the same by advertising in some paper published in the said state and applying the proceeds of said sale to the payments of said notes or either of them whether the same are due or not with all interest damages and costs accrue of the sale as upon the notes and the said J. H. Castleberry doth hereby for himself his heirs & assigns covenant and agree to defend the title made on such sale against all persons in witness whereof I the said J. H. Castleberry have hereunto set my hand and seal this 1st day Sept. 1837.

J. H. Castleberry (Seal)

Shelby County July 2d 1837.

On or before the twenty sixth day of July 1838 we promise to pay the Cashier of the Branch of the Bank of the State of Alabama at Montgomery or order Three Hundred ninety four 78/100 Dollars for value recd under the twenty first section of the Act of June 1837 Negotiable and payable said Bank.

333 33
61 45
394 78

Joseph Castleberry
G. H. Beavers
William Phrable

County 2d July 1837.

On or before the twenty sixth day of July 1839 we promise to pay to Cashier of the Branch of the Bank of the State of Alabama at Montgomery or order Three Hundred Eighty 53/100 dollars for value recd under the twenty first section of the act of June 1837 Negotiable and payable at the said Bank.

333.33
47.20
480 53

Joseph Castleberry
G. H. Beavers
William Phrable

County 2d July 1837.

On or before the twenty sixth day of July 1840 we promise to pay to the Cashier of the Branch of the Bank of the State of Alabama at Montgomery or order Three Hundred & fifty six 90/100 Dollars for value recd under the twenty first section of the Act of June 1837 Negotiable and payable at said Bank.

333.34
23.56
356 90

Jos. Castleberry
G. H. Beavers
William Phrable

The State of Alabama } I, O.B. Harris Clerk of the
Shelby County } Probate Court of said County do hereby certify that on the fifteenth day of September 1887 the above named J. H. Castleberry appeared before me and acknowledged the foregoing mortgage to be his act and deed I certify that I have examined the Records of my office and that there is no incumbrance of any description on the land named in said mortgage - Given under my hand and seal the day above written.

O.B. Harris Clk (Seal)

The State of Alabama } Before me William
Shelby County } Thiveatt an acting Justice of the Peace of said County Came J. H. Castleberry who on oath says that he is the owner of the land in the foregoing mortgage described in fee simple and that they are free of all incumbrances.

J. H. Castleberry

Sworn to and subscribed before me this the 15th Sept. 1887.

William Thiveatt
Justice of the Peace

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 worth Two Thousand Dollars Sept. 15th 1887.

J. D. Adams
Daniel Thiveatt

Filed for record 9th Nov. 1887
and recorded the 11th O.B. Harris Clk.