

William
 Shwear
 Do
 Bank.
 38

The state of Alabama, Shelby County.
 Know all men by these presents that I
 William Shwear of the County and state
 aforesaid for and in consideration 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 re-
 ceipt of which is hereby acknowledged do

herby bargain and sell unto said Branch Bank the following described lot or parcel of ground situated and being in the County of Shelby the NE 1/4 of Section 10 Township 19 Range 2 East containing 160 acres - To have and to hold the foregoing 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 said 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 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 and costs as well of the sale as upon the notes and the said William Thweatt doth hereby for himself his heirs and assigns covenant and agree to defend the title made on such sale against all persons - In witness whereof I the said Wm Thweatt have hereunto set my hand and seal this 15 Sept. A. D. 1837.

William Thweatt Seal

Shelley County July 26, 1837
 On or before the twenty sixth day of July 1838 we promise to pay to 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 received under the twenty first Section of the Act of June 1837 - negotiable & payable at said Bank.

333.33
 61.45
 394.78

William Thweatt
 G. H. Beavers
 Jas. H. Castleberry.

Shelley County 26, 1837.

On or before the twenty sixth day of July 1839 we promise to pay to the Cashier of the Branch of the Bank of the State of Alabama at Montgomery or order

Three hundred & eighty ⁵³/₁₀₀ Dollars for
value received under the twenty first Sec-
tion of the Act of June 1837 - negotiable and
payable at said Bank

333. 33
47. 20
\$380. 53

Wm Thweat
G. H. Beavers
Jas H. Castleberry

Shelby County 26 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 the sum
Three hundred fifty six ⁹⁰/₁₀₀ Dollars for
value received under the twenty first Sec-
tion of the Act of June 1837 - negotiable and
payable at said Bank.

333. 34
23. 56
\$356. 90

William Thweat
G. H. Beavers
Jas. H. Castleberry

The State of Alabama }
Shelby County } of the County Court
of the said County do hereby certify that
on the fifteenth day of Sept. 1837 the above
named Wm Thweat appeared before me
and acknowledged the foregoing mortgage
to be his act and deed - I further certify
that I have examined the records of my
office and that there is no encumbrance
of any description on the land named in
said mortgage described. Given under my
hand and seal the day above written.

A. B. Havis Clerk Seal

The State of Alabama } Before me John C.
Shelby County } Hannah an Act-
ing Justice of the Peace of the said County
came Wm Thweat who on oath says that he is
the owner of the said lands in the foregoing
mortgage described in fee simple and that
they are free of all incumbrances - William Thweat
sworn to and subscribed before me this 15th Sept 1837.

Jno. Hannah
Justice of the Peace.

We are personally acquainted with the value of
the property described in the foregoing mort-
gage and certify the value of the same at the present
date to be at least worth Two thousand Dollars Sep 15th 1837.
Filed for record 9th Nov 1837 and } W. B. Kidd
recorded 11th Oct. Havis Clerk } Jno. C. Hannah