Elias Atterberry
To
Bank
50

The state of Alabama, Shelby County -
Know all men by these presents that 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 1887 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
as one of the securities to a note made by
James Wallace as principal the following
described land viz: Fractional Section five
Township Twenty four Range Sixteen East con-
taining 22 70/100 acres fraction D. Section nine-
teen Township Twenty Two Range Two East
containing 48 0/100 acres also fraction A Section
four Township Twenty four Range Sixteen
E - containing 58 50/100 acres - To have and to
hold said 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 punc-
tually paid it shall be lawful for the
President of said Branch Bank to seize
and sell said land at public auction
at said 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 Elias Arterberry doth hereby for himself his heirs and assigns covenant and agree to defend the titles made on such sale against all persons — witness my hand and seal 23 Sept. AD. 1837

John M. McClanahan } Elias Arterberry (Seal)

Shelby County 26 July 1837.

On or before the 26th of July 1838 we promise to pay to the Cashier of the Branch of the Bank of the State of Ala at Montgomery or order Three Hundred fourteen 74/100 Dollars value rec'd under the 21st Section of the Act of June 1837 - negotiable and payable at said Bank.

266 67	James Wallace
48 07	Elias Arterberry
314 74	James McLaughlin

Shelby County 26 July 1837.

On or before the 26 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 four 40/100 Dollars value received under the 21 Section of the act of June 1837 negotiable and payable at said Bank -

266.67	James Wallace
37.73	Elias Arterberry
$304 40	James McLaughlin

Shelby County 26 July 1837.

On or before the 26 July 1840 we promise to pay to the Cashier of the Branch of the Bank of the State of Alabama at Montgomery or order Two Hundred Eighty five 56/100 Dollars value received under the 26th Section of the act of June 1837 - negotiable and payable at said Bank.

266.66	James Wallace
18.90	Elias Arterberry
$285 56	James McLaughlin

The State of Alabama, } I, O.B. Harris Clerk of
Shelby County - } the County Court
of said County do hereby certify that on
the twenty third day of September 1837 the above
named Elias Arterberry 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 incumbrance
of any description on the lands in said
mortgage described - Given under my
hand and seal the day above written.

O.B. Harris Clk (Seal)

The State of Alabama } Before me John M.
Shelby County } McClanahan an
acting Justice of the Peace of said County
came Elias Arterberry who on oath says
that he is the owner of the land in the fore-
going mortgage described in fee simple
and that ~~this~~ this is free from all incum-
brance - Sworn to and subscribed before me
John M. McClanahan J.P. } Elias Arterberry.

We are personally acquainted with the value of
the land described in the foregoing mortgage &
certify the value of the same at present date
to be at least Sixteen hundred Dollars.

H. H. Wilson
Wm Baker

Filed for record the 9th Nov. 1837 and recorded
the 13 - O.B. Harris Clk.