Nicholas Harding to Bank-bo

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 1837 by three promissory notes copies of which are hereendorsed 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 land The north West 1/4 of of the South East 1/4 and South West 1/4 of the north East 1/4 Section no. Twenty four (24) Township Twenty one (21) & Range one (1) West in said County in the District of land entered at Tuscaloosa. To have and to hold said land 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 ~~To Seize~~ of the said Branch Bank To seize and sell said land at public or 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 Nicholas Harding 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 this seventeenth day of Aug.t A.D. 1837. ~~Signed Sealed~~ ed and delivered in the presence of R. Parker } Nicholas Harding (Seal)

Shelby County 26 July 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 One hundred sixty 00/100 Dollars for value received under the Twenty first Section of the Act of June 1837 – Negotiable and payable at said Bank.

133 33 — Nicholas Harding
26 75 — David Owen
160,08 — Thomas Lawrence

Shelby County 26 July 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 one hundred & fifty two 23/100 Dollars for value received under the Twenty first Section of of the act of June 1837 – Negotiable and payable at said Bank – Nicholas Harding

133,33 — David Owen
18,90 — Thomas Lawrence
152,23

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~~ One hundred & forty two 78/100 Dollars for value received under the Twenty first ~~day~~ Section of the Act

of June 1837 - Negotiable & payable at said Bank.

133.3 $
9.41
142.75

Nicholas Harding
David Owen
Thos Lawrence

The State of Alabama } I, A.B. Harris Clerk of
Shelby County } the Circuit Court of said County do hereby certify that there is no mortgage deed of Trust or any other conveyance or encumbrance of record or otherwise in my office against or upon the north West fourth South East fourth and South West fourth North East fourth of Section No Twenty four Township No Twenty one Range one West in the Tuscaloosa Land District & County of Shelby - In Testimony whereof I have hereunto set my hand and seal of office at office this tenth day of August A.D. 1837.

A.B. Harris Clk (Seal)

Columbiana Ala 10th August 1837.

Gentlemen

This will accompany note made by Nicholas Harding as principal and David Owen and Thos Lawrence as securities for Four hundred Dollars I am personally acquainted with these Gentlemen and know either of them to be worth double the amount of the note & jointly they are solvent for say Four Thousand Dollars - They are honorable & punctual and I have no doubt as covenanted the note will be as promptly met as any note appeared from Shelby County. I do hereby certify that in my opinion the NW1/4 SE1/4 & SW1/4 NE1/4 of Section No. 24 Township No. 21 Range 1 West in said County the property of Nicholas Harding is worth say Eight hundred Dollars or ten Dollars per acre - In Testimony to the President & proprietors of the Branch of the Bank of the State of Alabama at Montgomery.

John M. McClanahan

The State of Alabama } I, Robert Parker a
Montgomery County } Justice of the Peace of said County do hereby certify that on the Seventh day of August 1837 the foregoing Nicholas Harding appeared before

me and acknowledged the foregoing mortgage to be his act and Deed Given under my hand and seal the day above written

Robert Parker J.P. (Seal)

The State of Alabama } Before me Robert
Montgomery County } an acting Justice of the Peace of said County come Nicholas Harding who on oath says that he is the owner of the lots or tracts of land in the foregoing mortgage described in fee simple and that they are free from all encumbrance-

Sworn to and subscribed } Nicholas Harding
17th day of August 1837 }
Robert Parker J. P. }

Filed for record 9th Nov 1837 & recorded 13th

Q. B. Harris Clk -