Rockwish Hutcherson to Bank 70

The State of Alabama. Shelby County.
Know all men by these presents that for and in consideration that I am indebted 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 whereof is hereby acknowledged do hereby bargain and sell unto said Branch Bank the following tracts of land lying situate and being in said County viz: The South East quarter of the North West quarter of Section Twenty eight in Township nineteen of Range two West also the East half of the South West quarter of Section Twenty eight of Township nineteen of Range two West. To have and to hold the said Land to said Branch Bank forever, provided that if said notes are punctually paid shall be void but if any or either of said notes are not punctually paid shall be lawfull for the President of the said Branch Bank to sieze 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 whatsoever the same are due or not with all interest damages and costs as well of the sale as upon notes and the said Hezekiah Hutcherson doth hereby for himself his heirs and assigns covenant to agree to defend the titles made on such sale against all persons witness my hand and seal this the 26th day of Oct, 1837.

Signed Sealed & Delivered in presence of H. H. Wilson Justice of the Peace

Hezekiah Hutcherson (Seal)

Shelby County 4th November 1837.
On or before the first day of May 1838 we promise to pay to the Cashier of the

Branch of the Bank of the State of Ala at Montgomery or order Two Hundred Dollars for value received under the second section of the Act of June 1837 Interest from date Negotiable and payable at said Bank.

$200

Hezekiah Hutcherson
Wm J Peters
James S Skillman

Shelby County 4th Novr 1837.

On or before the first day of May 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 Dollars with interest from date for value received under the second Section of the Act of June 1837 negotiable and payable at said Bank.

$300

Hezekiah Hutcherson
Wm J Peters
James S. Skillman

Shelby County 4th November 1837.

On or before the first day of May 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 Dollars with interest from the date for value received under the Second Section of the Act of June 1837 - negotiable and payable at said Bank.

$300

Hezekiah Hutcherson
Wm J. Peters
James S. Skillman

The State of Alabama }
Shelby County }

~~Before me~~ I C. B. Harris Clerk of the County Court of said County do hereby certify that on the Twenty sixth day of October 1837 the above named Hezekiah Hutcherson 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 Land in said mortgage described - Given under my hand and seal the day above written -

C. B. Harris Clerk
(Seal)

The State of Alabama } Before me Henry
Shelby County } Wilson an acting
Justice of the Peace of said County came
Hegekiah Hutcherson 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 incumbrance - Sworn to and
subscribed before me this the 26th day of
Oct 1837 -

H. H. Wilson J. P. Hegekiah Hutcherson

We are personally acquainted with the
value of the same at the described in the
foregoing mortgage and certify the value
of the same at the present date to be at
least Sixteen hundred Dollars this the
26th day Oct 1837 -

Thos. Toomey
Benjm Johnson

Filed for record 2d Decr 1837 & recorded 4th
Q. B. Harris Clerk