337

Thos Lawrence Mortgage To David Owen.

State of Alabama, Shelby County. S.S.

This Indenture made this fourth day of July in the year of our Lord one Thousand Eight hundred and forty between Thomas Lawrence of the first part and David Owen of the second part, Whereas, the said David Owen at the special instance and request of him the said Thomas Lawrence hath been bound with him the said Thomas Lawrence unto Samuel A. Wallace in eleven notes of hand the dates not recollected amounting in all to about five hundred Dollars which notes have been sued upon and eleven Judgements rendered on the second day of July in the year of our Lord one Thousand Eight hundred and forty by John Snigleton, Esq. a Justice of The Peace in & for said

County, which same moneys being the proper debt of him the said Thomas Lawrence and the said David Owen being only as security for the said Thomas Lawrence and at his request as aforesaid he the said Thomas Lawrence to counter secure him the said David Owen against the same hath agreed to convey and grant, certain lots or parcels of land hereinafter described, to him the said David Owen his heirs and assigns forever, in manner and form hereinafter expressed - Now this indenture witnesseth that the said Thomas Lawrence for and in consideration of the premises and also for and in consideration of the sum of one Dollar to him in hand paid by the said David Owen at and before the ensealing and delivery hereof the receipt whereof is hereby acknowledged he the said Thomas Lawrence hath granted, bargained, sold, aliened, remised, released and confirmed and by these presents doth grant bargain, sell, remise, release and confirm unto the said David Owen and to his heirs and assigns forever, all that certain piece or parcel of land lying in the said County known as the North East quarter of the north West quarter of Section number Eighteen Township number Twenty one Range number one East, also the South East quarter of the South East quarter of Section number thirteen Township number Twenty one Range number one West also the North West quarter of the South West quarter of Section number eighteen Township number Twenty one Range number one East, also the West half of the North West quarter of Section number eighteen Township number Twenty one Range one East and all the hereditaments and appurtenances to the same of right appertaining or therewithal now or at any time heretofore used, possessed held or enjoyed or accepted, reputed, deemed, taken or known to be part, parcel or number thereof or of any part thereof and the reversion and reversions, remainder and remainders thereof and also all the Estate right title, interest, property and demand whatsoever of him the said Thomas Lawrence of in and to the same or any part or parcel thereof To have and to hold the said lots of land with the appurtenances unto the said David Owen his heirs and assigns to the only proper use and behoof of the said David Owen his heirs and assigns forever

Provided always and this present grant is upon this condition that if the said Thomas Lawrence his heirs, executors or administrators shall well and truly pay or cause to be paid unto the said Samuel Wallace the said sum of five hundred Dollars on or before the Twenty fifth day of December in the year of our Lord one Thousand Eight hundred and forty one in full discharge of the before recited notes and judgements and also from time to time and at all times hereafter shall seem harmless and keep indemnified the said David Owen his heirs and assigns and every of their goods & chattels, Lands and tenements from all manner of actions, suits, troubles, charges, judgements executions, damages and demands whatsoever that may hereafter accrue or be prosecuted against the said David Owen his heirs & assigns for or by reason of his the said David Owen being security for the said Thomas Lawrence as aforesaid that then this Indenture & every article, covenant, clause and condition in the same contained shall be utterly void and of no effect and the said Thomas Lawrence for himself his heirs and assigns covenants and agrees unto the said David Owen his heirs & assigns that he the said Thomas Lawrence his heirs and assigns will well and truly pay or cause to be paid the said sum of five hundred Dollars to the said Samuel Wallace according to the condition within mentioned & in full discharge of the within obligation and also that he the said Thomas Lawrence his heirs & assigns will at all times said harmless & keep indemnified the said David Owen his heirs & assigns from the said notes & judgements & from all manner of suits, troubles, charges, judgements, executions, damages or demands whatsoever that may hereafter accrue or be prosecuted against the said David Owen his heirs or assigns forever or by reason of the said David Owen becoming security for the said Thomas Lawrence as aforesaid according to the form & effect of the provisions aforesaid - In witness whereof we have hereunto set our hands & seals the day & year above written.

Thomas Lawrence (L.S.)
David Owen (L.S.)

The State of Alabama,
Shelby County. } Personally came before me

Noel Mason Clerk of the County Court of said County Thomas Lawrence and David Owen severally acknowledged that they signed, sealed & delivered the foregoing mortgage on the day therein named for the purposes therein contained - Witness my hand & seal this 29th August A. D. 1840.

Noel Mason Clerk (Seal)

Filed for record 29th August 1840 & recorded 31st August 1840.

Noel Mason Clerk.