

John Mintz } This undated deed & Enture into this the
 3 Mortgague } 13th day of April A.D. 1847 between John
 John Gellaspie } Mintz of the county of Shelby & State of -
 } Alabama of the first part & John Gellaspie
 of Webb County Alabama of the other part Witnesseth that
 Whereas the said John in and by a certain promissory note
 bearing date the 13th day of April 1847 for the sum of three
 hundred & fifty dollars due & payable on or before the 25th
 day of December thereafter then ensuing as in the said promissory
 note more fully and at large appears now the said
 said John Mintz that the said John Mintz as well
 for and in consideration of the aforesaid debt of three
 hundred & fifty dollars & for the better securing thereof
 unto the said John Gellaspie his Executor administrators and
 assigns as of the further sum of one dollar to him in
 hand paid by the said John Gellaspie at and before the
 sealing & delivering hereof the receipt whereof is hereby
 acknowledged hath granted bargained released and sold
 and by these presents doth Grant bargain Release & sell unto
 the said John Gellaspie his heirs & assigns all right title and
 interest which he the said John Mintz has of in & to the following
 described tract or parcel lying & being in the County of Shelby &
 State of Alabama described as follows viz (all that part of the
 West 1/2 of the South 1/4 of section 3 Township Twenty Two Range
 3 West that lies north of Shaul Creek also all that part of
 the 1/2 of the NW 1/4 of the same section that lies north of
 the aforesaid creek also all that part of the West half of the
 South West fourth of said section that lies East of another
 branch of said Creek & adjoining the Lands of Samman Colley
 supposed to contain in all about one hundred & twenty acres
 more or less which said Land the said John Gellaspie shall
 sell at any time after the aforesaid note falls due in the
 County of Montevallo after giving thirty days notice by
 advertisement out of the proceeds arising from such
 sale pay & satisfy said note of three hundred & fifty dollars
 and the expense of any pay to the said Mintz his heirs -
 Executors or administrators shall & do well & truly pay or cause
 to be paid to the said John Gellaspie his heirs Executors administrators

9)

As assigns the aforesaid note of Three hundred & fifty Dollars
on or before the time when the same shall be due and
payable without any fraud or further delay or without any
Detection defalcation or abatement thereof from thence forth
as well this presents indentures as also the Land hereby conveyed
as also the promissory note shall cease delinquent & become
absolutely void to all intents & purposes any thing herein
contained to the contrary notwithstanding otherwise to Remain
in full force & Effect In testimony whereof I have hereunto
set my hand & Seal this the day & year first above written
Filed for Record 4th May 1847 . John Mait Seal
Recorded the 14th day of May 1847 - - - -