

1 J A Fleming } The State of Alabama Shelby County
 Mortgage To } This indenture made The 19th day of December
 James Reed } in the year of our Lord Eighteen Hundred
 and Forty eight Between Wm A Fleming of the aforesaid County
 of the first part and James Reed of the aforesaid County of
 Bibb and State aforesaid of the second part Witnesseth that
 The said J A Fleming for and in consideration of the sum
 of Two hundred & seventy Dollars to me in hand paid
 The receipt whereof is hereby acknowledged hath granted bar-
 gained sold released and confirmed by The presents doth
 grant bargain sell release and confirm unto The said James
 Reed his heirs and assigns forever The following property
 (To wit) The land whereupon The said Fleming now
 resides and also The tract or parcel of land which The said
 Fleming & Wm Gardner has in cultivation together The numbers
 of which land we do not at present recollect containing
 157 acres more or less There being 5 acres more or less except-
 ed for The use and benefit of The said William Gardner on
 The south side of The creek running through said land which
 joins said Gardner all lying in Township twenty four and
 range thirteen East in district of land subject to sale at
 Tuscaloosa Alabama To have and to hold the above
 described land to his heirs and assigns to the sole use
 and only proper benefit and behoof of The said James Reed
 and to his heirs & assigns forever provided always and
 these presents are upon this express condition that if said
 Fleming pay or cause to be paid to The said J Reed the just
 and full sum of Two hundred & seventy dollars or
 cause good and lawfull rights to be made on or before the
 twenty fifth day of december Eighteen hundred & forty
 nine according to The condition of a certain note of hand
 bearing even date herewith executed by The said Fleming
 to The said Reed payable to The said Reed Then these &
 presents and The said contract shall cease and be null
 and void But in case of The nonpayment or compliance
 with The above contract or any part thereof so to become
 due at The time above limited for The payment thereof
 Then and in that case it shall and may be lawfull for
 The said James Reed his heirs and assigns and The
 said Fleming doth hereby empower and authorize The
 said Reed his heirs executors administrators and as-
 signs to grant bargain & sell The before mentioned land
 at publick auction any where in said County on giving
 twenty days notice at one or more publick places in
 said County by common advertisement stuck up
 at some publick place and on such sale to make
 and execute to The purchaser or purchasers his
 or their heirs and assigns forever good ample

and sufficient rights and titles in law rendering the overplus money if any there be to the said Fleming his heirs & assigns after deducting the costs & charges of such sale as aforesaid &c
 Given under my hand & seal the nineteenth day of December Eighteen hundred and forty seven Eighth

Thomas A Fleming

The State of Alabama } Personally appeared before me Elijah
 Shelby County } J. Lawley clerk of the county court in
 and for said county Thomas A Fleming and acknowledged that
 he signed the within instrument ^{on the day it bears date} for the purpose therein
 written Given under my hand the 9th day of January 1849
 J. Lawley Clerk

Filed for record 9th January 1849
 Recorded 9th Jan 1849