

This Indenture made the twenty third day of July in the year 1853 between John Sumner of the county of Shelby State of Alabama of the one part and the heirs of the other, the remainder of Alabama of the other part witnesseth that the said party of the first part for and in consideration of the sum of one thousand dollars to him in hand paid the receipt whereof is hereby acknowledged hath granted, bargained sold released and confirmed and by these presents hath granted bargained sold release and confirmed unto the said party of the second part a certain lot of land lying in the town of Mantuallo county of said said party part of lot No 9 as known in the plat of said town thirty four feet front and two hundred and ninety six feet deep and which the store house of said Sumner stands also lot No 10 in the plat of said town of Mantuallo twenty four feet front and two hundred and ninety six feet deep.

To have and to hold the above bargained premises to the said party of the second part and their successors in fee to them sell and conveyance proper benefit and behoof forever - Provided always and these presents are upon this express condition that if the said party of the first part pay the said second party the full and full sum of one thousand dollars with lawful annual interest thereon until paid as by promissory note bearing even date herewith due at any day more fully appears then these presents and the said note shall void and be null and in case of the

non payment of said one thousand Dollars
 or any part thereof. The same shall be called
 for with interest thereon then and in such
 case it shall and may be lawful for the
 party of the second part and survivors & the
 party of the first part with hereby empower &
 authorize the said party of the second part &
 survivors to see the said premises abovesaid
 or any part thereof with the opportunity of
 public vendue in said Town of Mountwellan
 twenty days notice on ~~as such~~ sale to such
 & extend to the purchase or purchasing his
 her or their heirs and assigns for any good and
 sufficient deed of conveyance in the
 law rendering the surplus money if any there
 be to the said party of the first part his
 heirs Executors or administrators after deducting
 the cost & charges of said vendue & sale a/d.
 of said Mr. Listerman Whereof the party
 of the first part have hereto set their
 hand & seal the day and year above written
 John Sumner. *Dict*

The State of Alabama, I John M. McClunahan
 Sheriff of the County of Probate for said County hereby certify that
 John Sumner whose name is signed to the
 foregoing conveyance and who is known to
 me as being before me on this day and
 being informed of the contents of the conveyance
 he executed, voluntarily on the day the same
 bore date came under my hand the 25th
 day of July A.D. 1853 J. M. McClunahan
 Judge of Probate
 Filed and Recorded in my office this the
 25th day of July A.D. 1853.
 J. M. McClunahan
 Judge of Probate