

Clerk W. C. Roper
 Brown } The state of Alabama } This indenture made
 To } Dallas County } and entered into this
 Weaver } first day of December, 1853, by and between
 William P. Brown & Margaret Stevens Brown
 his wife of the first part and Philip J. Weaver
 of the second part. Witnesseth, that, whereas, the
 said party of the first part is justly indebted to
 the said party of the second part, in the sum
 of four thousand three hundred and Sixty One
 \$4,361.00 dollars for which sum said Weaver holds
 said Brown promissory note of even date herewith
 payable on the first day of June Eighteen hundred
 and Fifty Six (6) with interest annually; and whereas
 said Weaver has agreed to give said Brown the use of
 his name as endorser or acceptor for Three thousand dol
 lars in addition for negro hire all which which the
 said party of the first part is desirous to secure.
 Now this indenture witnesseth, that for and in con
 sideration of the premises, and also for the further
 consideration of Ten dollars to the said party of the
 first part paid in hand by the ^{said} party of the second part
 at and before the executing and delivery of these presents
 the receipt of which is hereby acknowledged - The said
 party of the first hath granted, bargained, sold alien
 ed, enfeoffed, conveyed, released, and confirmed, and by
 these presents doth grant, bargain, sell, alien, enfeoff, re
 lease and confirm to the said party of the second part

his heirs and assigns forever, one undivided half of
 the following land to wit: The North East quarter, The
 South East quarter; the East half of the North West
 Quarter, and the East half of the South West quarter
 of section Six; the West half of the North West quarter;
 the West half of the South West quarter of Section five
 (5). The South West quarter of the North East quarter,
 the South East quarter of the North West quarter of
 Section Seven (7). (also the North East quarter of
 the North West quarter and the West half of the
 North West quarter of Section Seven (8) all in town-
 ship Twenty Four, range Twelve East: The South
 West quarter of the North East quarter, and the South
 East quarter of the North East quarter of Section
 Twelve in Township Twenty Four, range Eleven
 East: The South East quarter of the South West quar-
 ter. The South West quarter of the South West quar-
 ter of section nineteen (19) and fractional section
 Thirty (30). Township Twenty Two (22) Range Three
 West: The South half of the South East quarter of
 Section Twenty Four (24) and the East half of fraction-
 al section Twenty Five (25) in Township Twenty Two
 (22) of range Four West. The West half of the North East
 quarter. South^{East} quarter of the North East quarter, and
 the North West quarter of the South East quarter of
 Section Eighteen (18) in Township Twenty One (21)
 of range One East. And also all improvements, Traces
 waggon, carts, Engines, Machinery, and all other tools
 implement and materials of all sorts which said
 Brown may have on said premises or in use connec-
 ted with the aforesaid operations unto the said party of
 the second part, his heirs, Executors, Administrators
 and assigns forever, to the only proper use and behoof
 the said party of the second part, his heirs, Executors,
 Administrators and assigns forever. And the said
 party of the first part, for themselves, their heirs, Executors,
 Administrators and assigns do hereby covenant and
 agree with the said party of the second part his heirs
 and assigns, Executors and Administrators, forever in
 manner and form following to wit: That is to say, That
 the said party of the first part their heirs, Executors and
 Administrators, the aforesaid lands and other
 property hereby conveyed unto the party of the second

part, his heirs, Executors, Administrators and assigns, against the lawful claims of all persons whatsoever, and more especially against the heirs and assigns of the ^{said party of the} first part, shall and will forever ^{waive} defend by their presence. Upon trust, nevertheless, that the said party of the second part, his heirs Executors, Administrators or assigns, shall permit the said party of the first part to remain in peaceable and quiet possession of the said mortgaged premises & property, and to take the profits thereof to his own use until default shall be made as herein after mentioned; but if the said party of the first shall not punctually pay the said note & endorsement & acceptance at or before the same comes due and payable according to the tenor and effect thereof, then and in such cases, as soon after the happening of such default of payment as the party of the second part or his Executors, Administrators or assigns, or lawfully appointed agent may think proper the party of the second part, or his Executors, Administrators or assigns, or lawfully appointed agent shall have power to sell the hereby granted and conveyed property, or such part thereof as may be deemed by the party selling sufficient, at public auction to the highest bidder at such time and place as the party authorized to sell may elect. and out of the proceeds arising from such sale, after satisfying the proper charges thereof and all reasonable expenses attending the premises, shall apply the balance of the proceeds, or so much thereof as may be required, toward the payment of whatsoever sum may be due and owing on said primary note, Endorsement & acceptance above specified, with the interest which may thereon ^{lawfully} have accrued; and the balance, if any remain after so paying, shall be paid over to the party of the first part, his legal representatives or assigns: Provided that before any sale shall be made, at least six months notice shall be given of the time and place of such sale by the party selling by advertisement in some newspaper published nearest the place appointed for such sale, or by notices printed or in writing, posted in three or ^{more} ~~three~~ public places in the County in which the sale may be appointed, at least six months before the ~~same~~ time of sale. But if the said note endorsement or acceptance shall be fully paid and discharged at or before the maturity thereof, then and in such

case this indenture to be void; else to remain in full force. It is further stipulated that the said property when sold under this indenture shall be sold for cash. In testimony whereof. The said party of the first part hath hereunto set his hand and affixed his seal, this first (1st) day of December AD 1855 Eighteen hundred and fifty Three.

Signed Sealed and delivered in front of Brown & Co
The presence of Margaret Stevens Brown & Co
The words "one undivided half" and
The word "days" twice erased before signing
Nathl. Walker.

The State of Alabama } Before the undersigned, a
Dallas County ss } Justice of the peace in and for
said County, personally appeared the aforesaid William
P. Brown, who acknowledged that he signed sealed and
delivered the foregoing deed, on the day of the date there
of to the aforesaid P. J. Weaver. Given under my hand
and seal this Second day of December 1853.

The State of Alabama } Before the undersigned, a
 Shelby County ss } Justice of the Peace in and for
 said County, personally appeared Margaret S. Brown
 wife of the said William P. Brown, who by me ^{being} ~~being~~
 privately examined separate and apart from her
 said Husband, acknowledged that she signed seal
 ed and delivered the foregoing Deed to the said W. P. J.
 Treaver in relinquishment of her title of dower in
 and to the tract or parcel of land in said deed men
 tioned, as her voluntary act and deed freely, without
 any fear, threats or compulsion of her Husband.
 Given under my hand and seal, this Third
 day of December AD 1853

Filed for and Recorded 13 day of December
1853. J. M. Cunningham
Judge of Probate
By O. C. Roper