

52
Campbell
To
Hardie
This Indenture made the Twentieth
day of April one Thousand Eight Hundred
and Fifty four between John A. Campbell
of the County of Shelby State of Alabama
of the first part and James C. Rupert
George R. D. McElland & Martin J. Cassette
Hardie using the firm name of Rupert McElland &
and John D. Hardie James C. Rupert
George R. D. McElland & Martin J. Cassette
using the firm name of John D. Hardie
& Co of the second part witnesseth that the
said party of the first part in consideration
of the sum of Seventeen Hundred & fifty three
1750.00 Dollars to him duly paid has sold
& by these presents do sell grant and
convey to the said party of the second part
the following property one Negro Woman
Charlotte aged twenty three years or about
that age and two Children one named
Morgan aged three years & one named
Francis about one year old now in his
possession. And we the party of the first
do Covenant for my heirs Executors and
administrators with the said party of the
second part that I have good right
to sell and convey the said property that
the same is free from all incumbrances
and that I will warrant and defend
the same to the said party of the second
part their heirs Executors and administrators
for ever against the lawful claims and
demands of all persons. This grant is
intended as a security for the payment of
a certain promissory note held by the party
of the second part given to them by the
party of the first part payable to the said
Rupert McElland & Co for one Thousand
Seventy Dollars and ninety three cents
on or before the first day of February
next and bearing even date with these
present and for the payment of a certain
promissory note made by the party of the
first part for seven hundred & thirty five
Dollars & twenty two cents payable to the said

John. J. Hardie & Co on or before the first day of February next & bearing Even date With these presents. Now if the amount of Said Two promissory notes Shall be paid on or before the maturity of the Said notes then these presents shall become void otherwise shall remain absolute. But if default should be made in the payment of the Said Two promissory notes or any part thereof at the time heretofore specified for the payment of the Same Then the Said party of the Second part Their heirs and assigns are hereby authorised to take the Said negroes and sell at auction at the usual place of Sale in Selma Dallas County to the highest bidder for Cash the Said before described property or so much thereof as will be necessary to Satisfy the amount then due together With the Costs & Expenses of making such Sale and account for and pay over the balance of the proceeds (if any there be) to the party of the first part their representatives and assigns upon demand public notice of Said Sale to be given at least Thirty days before the day of Such Sale

In Witness Whereof I the Said party of the first part have this day set my hand and Seal
In presence of { John A. Campbell (Seal)
 { F. B. Allen
 { W. S. Pierce

The State of Alabama } I Hiram Sumner a Justice
Shilly County } of the Peace in & for Said
County & State hereby Certify that John A. Campbell
Whose name is signed to the foregoing Conveyance
and who are known to me acknowledged before
me this day that being informed of the contents of
the Conveyance They executed the Same voluntarily
on the day the Same bears date

Given under my hand this 20th day of April 1854
Hiram Sumner
Justice of the Peace

Filed for Record & Recorded the 13th day of
May 1854
J. M. McClunahan
Judge of Probate