

Horton, J. J.

The State of Alabama,
Shelby County.

to

Cromwell, J. J.

This Indenture made and entered into this 19th day of March, 1856, between Jonathan J. Horton of the 1st part and John J. Cromwell, creditor, of the 2nd part, both of said county & State, 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 Three Hundred and Eleven Dollars, due the 1st day of January next, as will more fully appear from a promissory note of even date with this instrument, made by the said party of the 1st part payable to the said party of the 2nd part and due said 1st day of January next; and the said party of the first part being willing and desirous to secure to the said party of the second part the payment of said Three Hundred and Eleven Dollars; - Now in consideration of the premises as well as the further consideration of one dollar to the said party of the first part in hand paid by the said party of the second part, the receipt of which is hereby acknowledged, the said party of the first part hereby bargains, grants, sells and conveys to the said party of the second part, his heirs and assigns forever, the following lands lying in said

county of Shelby, to wit: S. E. $\frac{1}{4}$ of N. W. $\frac{1}{4}$ of section 18 & S. E. $\frac{1}{4}$ of N. W. $\frac{1}{4}$ of Sec. 18, both in Township 22 Range 1 East; and N. W. $\frac{1}{4}$ of N. E. $\frac{1}{4}$ of section 19, and S. E. $\frac{1}{4}$ of S. W. $\frac{1}{4}$ of Sec. 18, & the S. W. $\frac{1}{4}$ of S. W. $\frac{1}{4}$ of Sec. 18, the three last named forty acre pieces in Tow. 22 Range 1 West, and also the S. $\frac{1}{2}$ of S. E. $\frac{1}{4}$ of Sec. 13, & N. $\frac{1}{2}$ of North E. $\frac{1}{4}$ of Sec. 24th T. 22 R. 2 West, to have and to hold to him the said party of the 2nd part, his heirs & assigns forever, subject however to the following trust and conditions. That is to say; if the said party of the first part shall fail to pay the said promissory note when the same becomes due then the said party of the second part as soon thereafter as he may see proper is hereby authorized to take possession of & sell said land, or as much thereof as may be necessary to pay said promissory note and the expenses ~~thereof~~ hereof, first giving 20 days' notice of the time and place of sale at the Court-house & two other public places in said county, and said sale to be made before said Court-house door, & should there be an overplus of said sale after satisfying said debt & expenses said party of the second part is to pay such overplus back to the said party of the 1st part; ~~but~~ should said note and the expenses hereof be fully paid off and discharged so soon as said note becomes due or before a sale as herein above provided for, then this conveyance to be null and void, otherwise to be in full force. Witnesses our hands & seals this 19th day of April, 1856.

Test Willie H. Fope,
Willis M. Pledger.

Jonathan ^{his} Horton (Seal)
John T. Cromwell (Seal)

The State of Alabama, } J. M. McClanahan, Judge of
Shelby county. } Probate, hereby certify that Jonathan
J. Horton and John T. Cromwell, whose names are signed to the
foregoing conveyance, and who are known to me, acknowledged
before me on this day that being informed of the contents of the convey-
ance, they executed the same voluntarily on the day the same
bears date, Given under my hand this 10th day of May, A. D. 1856.

J. M. McClanahan,
Judge of Probate.

Recorded May 10th, 1856. J. M. McClanahan, Judge of Probate.