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Wm. M. Thompson

to

Wm. M. Hannah.

The State of Alabama, } This Indenture, made and entered into this
Shelby county. } third day of June, A.D. 1856, between William M. Thompson, debtor, of the first part, and H. W. Nelson & Co., creditors, of the second part, and Wm. M. Hannah of the third part, witnesseth, that the said party of the first part is justly indebted to the said party of the second part in the sum of fifty 02/100 dollars evidenced by a promissory note of even date with this instrument made by the said party of the first part payable to the said party of the second part and due the first day of January next, and the said party of the first part being anxious to secure the payment of said promissory note to the said party of the second part, — now in consideration of the premises and of the sum of one dollar by the said party of the third part to the said party of the first part in hand paid, the receipt of which is hereby acknowledged, the said party of the first part hereby bargains, sells and conveys unto the said party of the third part a certain tract or parcel of land — to wit: the N. W. 1/4 of N. W. 1/4 of Section 28 T. 18 R. 1 East, E. 1/2 of N. E. 1/4 of Sec. 29 T. 18 R. 1 East, now in the possession of the party of the first part; upon trust however as follows — that is to say, the said party of the first part is to retain in his peaceable possession and use the said tract or parcel of land until default be made in the payment of said promissory note or any part thereof, and should said promissory note be punctually paid at its maturity then the aforesaid sale and conveyance is to be wholly void and cancelled; but should the said party of the first part make default in the payment of said note, or any part thereof, by the time of its maturity, then the said party of the third part is hereby authorized and empowered to seize and take into his possession said tract or parcel of land, and after giving thirty days' notice of the time and place of sale, sell said tract or parcel of land at Harpersville in said county to the highest bidder for cash, and out of the proceeds of said sale pay and satisfy said note or so much thereof as may then be due together with the reasonable costs and charges for this instrument and its execution by the said party of the third part, and the balance of the proceeds of said sale if any pay over to the said party of the first part. Witness the hands & seals of the parties aforesaid.

Wm. M. his + mark Thompson (Seal)
H. W. Nelson & Co. (Seal)
Wm. M. Hannah (Seal)

The State of Alabama, } I, John C. Hannah, a Justice of the
Shelby county. } Peace for said county, hereby certify
that William M. Thompson, whose name is signed to the
foregoing conveyance, and who is well known to me,
acknowledged before me on this day that being informed
of the contents of this conveyance, he executed the same
voluntarily. Given under my hand and seal this 3rd day of
June, 1856.

Jno. C. Hannah (Seal)
Justice of the Peace.

Filed & recorded June 23, 1856.

J. M. McClanahan, Judge of Probate.