Browne W. P.

to

Saltmarsh. A.

This Indenture made the 28th day of February, 1857, between William P. Browne and Margaret ~~Stephens~~ Stevens Browne his wife, of the county of Shelby and State of Alabama, of the first part, and Alanson Saltmarsh of the county of Dallas and State aforesaid, of the second part, witnesseth: That the said parties of the first part, for and in consideration of the sum of Five Thousand Five Hundred Dollars, the receipt whereof is hereby acknowledged, doth grant, bargain and sell unto the said party of the second part, and to his heirs and assigns all and singular the following pieces or parcels of land, to wit: the East half of fractional section twenty-six (26); and West half of fractional section twenty-five (25); and East half of the South-East quarter of section twenty-three (23); and the North-East quarter of the South-East quarter, and the South half of the North-East quarter of section twenty-four

(24); in Township twenty-two (22), Range four (4) West;-and the North half of the South-West quarter, and the South-West quarter of the North-West quarter of Section nineteen (19) in Township twenty-two (22) Range three (3) West: all lying and being in the county of Shelby and State of Alabama and in the Tuscaloosa Land District, and containing four hundred acres, more or less; together with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining.

This conveyance is intended as a mortgage to secure the payment of the sum of Five Thousand and Five Hundred Dollars in three years from the day of the date of these presents, with annual interest, according to the true tenor and effect of a certain promissory note dated this day and executed by the said William P. Browne and Daniel W. Prentice, and payable to said party of the second part or order three years after date, with interest to be computed and paid annually; and these presents shall be void if such payments shall be made: but if default shall be made in the payment of the interest or the principal or any portion thereof, according to the tenor of said promissory note, then the party of the second part, his executors, administrators and assigns are hereby empowered to sell the premises above described or any part thereof, at public sale, to the highest bidder, for cash, after first having given thirty days notice of the time and place of such sale by publication of the same in any newspaper published in the Town of Selma of said county of Dallas; and out of the money arising from such sale to retain the said principal and interest, or so much thereof as may be unpaid, together with all proper costs and charges for making such sale; and the overplus, if any there be, shall be paid by the party making such sale, on demand, to said William P. Browne, his heirs or assigns. — [The word "part" interlined before signing.]

In witness whereof, the said William P. Browne and his wife Margaret ~~Stephens~~ Stevens Browne have hereunto set their hands and seals the day and year first above written.

Wm. P. Browne (Seal)

Margaret Stevens Browne (Seal)

State of Alabama, } I, John P. Morgan, an acting Justice of
Shelby county. } of the Peace for said county, hereby certify that William P. Browne and his wife Margaret Stevens Browne, whose names are signed to the foregoing conveyance, and who are known to me, each severally acknowledged before me on this day that, being informed of the contents of the conveyance, the each executed the same voluntarily on the day the same bears date. Given under my hand this 28th day of February, A.D. 1857.

John P. Morgan, Justice of The Peace.

Filed and recorded March 11th, 1857.

S. M. McClanahan, Judge of Probate.