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Browne W. P.

to

Saltmarsh. A.

This Indenture, made the 28th day of February, A. D. 1857, between William P. Browne and Margaret 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, his heirs and assigns, all and singular the following pieces or parcels of land situated, lying and being in said county of Shelby, to wit: all that part of the West half of the North-West quarter of Section nine which lies on the West side of the Alabama & Tennessee Rivers Rail Road, and the West line of land now owned or claimed by Booth, formerly known as the Nabors Farm; and all that part of the West half of the South-East quarter and the East half of the South-West quarter of Section five (5) which lies South of the North-Westerly bank of Shoal creek; and also the East half of the North-East quarter of Section eight (8) except that portion thereof which lies on the East ~~half~~ side of the center of the Railroad aforesaid; and also the East half of the South-East quarter of Section five (5); also the West half of the South-West

quarter of Section four (4); all being in Township twenty-four (24) Range twelve (12) East, the whole containing two hundred and seventy (270) acres, more or less, and lying and being in the Tuscaloosa Land District; together with all and singular the hereditaments and appurtenances thereto belonging or in any wise appurtaining.

This conveyance is intended as a mortgage to secure the payment of the sum of Five Thousand Five Hundred Dollars in three years from the day of the date of these presents, with annual interest ~~according~~ 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 the 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 payment 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 ~~giving~~ 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 in 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 "creek" on the first page, and the words "and place" on the third page interlined before signing.]

In witness whereof, the said William P. Browne and his wife Margaret 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,
County of Shelby. ss. } I, John P. Morgan, an acting Justice of the Peace in and for said county, hereby certify that William P. Browne and Margaret Stevens Browne, 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 conveyance, they executed the same voluntarily on the day the same bears date. Given under my hand this 16th day of March, A. D. 1857.

John P. Morgan, Justice of the Peace.

Filed & recorded March 18, 1857.

J. M. McClanahan, Judge of Probate.