

Miller C. H.

The State of Alabama, }  
Montgomery County, }

Know all men by these presents that I,  
Charles H. Miller, as well for and in  
consideration of the sum of One Dollar to me in hand paid  
by James H. Smith, the receipt of which is hereby ac-  
knowledged as for the purpose & with the intent of bet-  
ter securing the said James H. Smith from all loss or  
damage on account of his endorsement for me of my  
five several promissory notes, as follows - one for Three  
Thousands Five Hundred Dollars payable 1st Oct., 1857;  
one for Four Thousand Seven Hundred & Seventy Dol-  
lars, payable 1st Oct. 1858; one for Three Thousand Seven  
Hundred and Twenty Dollars, payable 1st October, 1859;  
one for Three Thousand Four Hundred & Eighty Dollars  
payable 1st October, 1860; and the other for Three  
Thousand Two Hundred and Forty Dollars, payable on  
the 1st October, 1861; and all dated the 1st of  
April, A.D. 1857; - have granted, bargained and  
sold, and by these presents do grant, bargain & sell  
unto the said James H. Smith one undivided half  
interest & part of, to & in those certain lots or parcels  
of land situated in the county of Shelby and state aforesaid,  
& known as the Shelby Springs tract, as follows:  
the East half of the South-West quarter, and the South-  
East quarter of the South-East quarter of Section twenty-  
nine and the North-East quarter & the East half of  
the North-West quarter of Section thirty-two Township  
~~Twenty-one~~  
Range one West; the East half of the  
South-West quarter of Section one; the East half of the  
North-East quarter, the South-West quarter of the North-  
East quarter, the East half of the South-East quarter  
and the South-West quarter of the South-East quarter  
of Section six; the North-East, South-East & South-  
West quarters of Section seven & the West half of  
the North-East quarter, the North-West quarter & the  
West half of the South-West quarter of Section eight  
in Township twenty-two & Range one West; the South-  
East quarter of the North-East quarter, the South-East quarter  
& the South-East quarter of the South-West quarter of Section  
twelve, & the East half of the North-East quarter of  
Section thirteen in Township twenty-two & Range two West;  
and the West half of the North-East quarter, the South-  
East quarter of the North-East quarter & the West  
half of the North-West quarter of Section eighteen in  
Township twenty-two & Range two West;

Twenty-tow & Range one West; the East half of the South-West quarter, & the ~~South-East quarter~~, the West half of the South-West quarter, and the South-East quarter of section thirty-two, and the South-East quarter of section thirty-one in Township twenty-one & Range one West; the West half of the North-West quarter of section five, the East half of the South-West quarter of section six, and the West half of the North-West quarter of section seven in Township twenty-two & Range one West, & the East half of the North-West quarter of section seven; & the West half of the South-West quarter of section six, in the said last mentioned Township & Range; saving & excepting herefrom seven lots heretofore sold to various persons and more particularly described in a deed made to me by A.W. Spaight for the above described lands, and to which deed of the said A.W. Spaight reference is hereby made to designate the lots herein intended to be excepted: to have and to hold the foregoing & above granted premises, with all the right, members and appurtenances thereto belonging or in any wise appertaining unto the said James H. Smith, his heirs, executors, administrators and assigns, forever; upon the trust & conditions next below, following, that is to say, that if the said Charles W. Miller, shall well & truly pay or cause to be paid each of the above mentioned promissory notes, according to the tenor and effect of each, and save the said James H. Smith himself from his said endorsement of said notes, then this conveyance is to be null and void; but in the event that I, the said Charles W., shall fail to pay or cause to be paid the said several notes or either of them, according to the tenor and effect of each, then the said James H. Smith, his executors, administrators and assigns, are hereby authorized and empowered, on the occurrence of a default in the payment of either of said notes, to expose to public sale & to sell & convey to the purchaser thereof, so much and such portion or portions of the afore-granted premises as may be necessary to discharge <sup>the amount</sup> then due and unpaid, with the expenses of said sale - said sale to be made at the Court-house door of said county of Shelley, after thirty days public notice thereof by advertisement in any newspaper then published in said county, & if none be then published in said county, then by advertisement in any newspaper published in the county of Dallas & state aforesaid, & after defraying the expenses of said sale to appropriate the balance of the proceeds to the payment of the amount of money so due & unpaid, and if any part then remains unappropriated to credit the amount thereof on the note next to fall due; and upon the further trust that Ashley W. Spaight, who is now the holder of said notes & to whom they were given for the purchase of the aforesigned premises, or his assigns, shall have the full right and authority on and after the maturity of the last described of the said promissory notes if it or any of the other of the said notes shall then remain due & unpaid, or any part of any or either, to exercise the same powers in every respect as are herein & hereby conferred on

said James H. Smith, his executors, administrators and assigns in order to enforce the payment of whatever sum or sums of money may then be due and unpaid, in witness whereof, I, the said Charles H. Miller have set hereto my hand & seal, this 30th day of March, 1854,

The words "I the West half" & } Charles H. Miller (Signature)  
"proceeds" - the first on the first page }  
& the second on the 3rd page - were } erased before execution.

The State of Alabama, Montgomery County.

I, David Campbell, Judge of Probate in and for the county & state aforesaid, hereby certify that Charles H. Miller, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me, on this day, that being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

The words - the 1st of April, A. D. 1854, were interlined; the words, as of same date with these presents, were erased on the first page before signing. Given under my hand this 30th day of March, 1854.

David Campbell, Judge of Probate.  
Filed & recorded April 6, 1854.

J. M. McClellan, Deputy of Probate.

*John F.*