787

Miller Chas. H.

to

Smith. Jas. H.

~~For and in consideration of the sum~~

The State of Alabama,
Montgomery County. } For and in consideration of the sum of Twenty-Five Hundred Dollars to me in hand paid, the receipt whereof is hereby acknowledged, I hereby bargain, sell and deliver to James H. Smith the following personal property - as follows: all the furniture household and kitchen of every description appertaining to the hotel at Shelby Springs in Shelby county and said State, three wagons and all the plantation tools and implements now on the plantation at said Springs, twenty-six head of cattle more or less, one yoke of oxen, twenty head of hogs more or less, one hundred head of goats more or less, twenty-five head of Sheep more or less - the above being all the stock of or belonging to said plantation of the above descriptions; also five thousand pounds of bacon more or less and the lard now on hand; together with all the articles of minor value connected with the business of the hotel and plantation which are necessary thereto but too numerous to specify particularly; all the above described property is to remain in the possession and be subject to the use and control of myself, and this sale is made upon the following trusts and considerations, as follows - that if I, Charles H. Miller, shall well and truly pay or cause to be paid each of five several promissory notes executed by me and endorsed by the said James H. Smith and dated the 1st of April, 1857, and given to one A. W. Speight to secure the purchase money of a half interest in and to the Shelby Springs and also the purchase money of the above described personal property - said notes being more particularly described in

a certain mortgage Deed of the said Shelby Springs land executed by me to said James H. Smith and bearing date March 30th, 1857, reference thereto being had, - and save the said James H. Smith harmless from his said endorsement of said notes, then this conveyance is to be null and void: but in the event I 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 or 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 and to sell and convey to the purchaser thereof any and so much of the above described property as may be necessary to discharge the amount that may then be due and unpaid with the expenses of said sale to be made at Shelby Springs in said last mentioned county after thirty days advertisement thereof in any newspaper then published in said county of Shelby and one newspaper published in Selma in the county of Dallas and said State, and to appropriate the proceeds of said sale to the payment of the amount of money so due and unpaid and to credit the ballance if any on the note next to fall due. In witness whereof, I have hereto set my hand and seal, this the 31st March, 1857.

Charles H. Miller.

The State of Alabama, Montgomery county.

I, David Campbell, Judge of Probate in and for the county and 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, ~~bro~~ and that the words, "the 1st of April, 1857," were interlined on the first page before signing. Given under my the 31st day of March, 1857.

David Campbell,
Judge of Probate.

Filed & recorded April 7, 1857.
S. M. McClanahan, Judge of Probate.