805

Gardner
To
King

The State of Alabama Shelby County This Indenture made this thirteenth day of July Eighteen hundred and fifty six by and between Virgil H Gardner of the first part and William H C King of the second part Witnesseth the party of the first part as partly indebted to the party of the second part by two promissory notes made by the party of the first part payable to the order of the party of the second part and bearing date the date of this Indenture one for the sum of six thousand dollars due and payable on the 8 day of January 1857 (Eighteen hundred and fifty nine) with interest from the 30 day of June last interest to be due and payable annually on the 30 day of June of each year until payment of the principal the other note for the sum of fifteen hundred and ten 44/100 dollars payable on the first day of March next with interest from the 30 day of June last the payment of which notes and interest the party of the first part is willing and desirous to secure to the satisfaction of the party of the second part now in consideration of the premises and of said indebtedness and in further consideration of the sum of five dollars paid to the party of the first part by the party of the second part at and before the sealing and delivery of this Indenture the party of the first part has bargained sold and conveyed and does by this Indenture bargain sell and convey to the party of the second part his heirs and assigns all the right title interest of the said party of the first part being one undivided half part of in and to the herein after specified and designated land slaves and other property said lands being situated in the County aforesaid in the District of lands subject to sale at Tuskaloosa that is to say Lands Sixteen fourteen Except the East half of the South East quarter and the South half of the South West quarter and Sixteen fifteen Except the South East quarter of the South East quarter and West half of South West quarter the South East quarter and East

half of the North East quarter and the North half of the South West quarter of Section Seventeen and the North West quarter and the South East quarter of of the North East quarter and the South West fractional fourth of Section Twenty one all in Township twenty two Range two West and in the District of lands subject to Sale at Lus Kaloosa in said State the following named Slaves viz to to wit a man named Jacks a man named Dick a man named Billy a man named Abram a man named Edward a Woman named Lilly a Woman named Chaney a Woman named Martha a Woman named Elvira a Woman named Lucy a Woman named Caty and her Children a boy named Elvin and three girls Mamnia Emma and Lucretia and a girl or young Woman named Cina together with any Child or Children which said Woman may now have not specially named and including the future increase of said Females Slaves said Slaves having been for been purchased by the party of the first part and John N Lapsley of the party of the second part the notes above designated being the portion of the purchase money and interest thereon which the party of the first part should pay and said Slaves being now in the peaceable possession of said party of the first part and said Lapsley as joint owners in the County aforesaid This indenture is subject to the stipulations & provisions hereinafter specified that is to say If the party of the first part shall pay said notes and interest as the same become due and payable and commit no default therein then and in such case this indenture to be void otherwise to be and remain in full force If the party of the first part shall fail to pay as above stipulated it shall in every case of default be lawful for the party of the second part or his legal representatives or assigns to sell the said property or so much thereof as may be required to the highest bidder for cash at public auction at such time and place as the party authorised to sell may appoint and may sell from time to time as may become proper and the party or parties entitled to sell may demand proper and apply the proceeds or so much as may be required after paying all proper expenses of sale and advertisement to towards the payment of whatever may be due on said notes or either of them and as to which the party of the first part may be in default and in case the party of the first part

shall assign said Notes or Either of them his assignee or assignees shall to the Extent of his lien or their interest be subrogated to all the rights and privileges of the said first Secured in and by this Indenture Provided always that before any Sale the party authorized to sell shall give public notice of the Sale Specifying the time and place of Sale by advertisement published in some News paper in the County where the Sale may be appointed to take place thirty days at least prior to the time of Sale or by advertisement posted at the door of the Court in the County in which the Sale may be appointed and at the door of the post office at the place of the Court house at least thirty days prior to the time of the Sale. In testimony whereof the said party of the first part has hereunto set his hand and Seal this the day and year first above Written.

Executed in the presence of the V H Gardner Seal
undersigned this 30 day of July 1856

J Morgan.

George D Shortridge Jr.

The State of Alabama Dallas County I John M Strong a justice of the Peace in and for the County aforesaid hereby Certify that J Morgan a subscribing Witness to the foregoing Conveyance Known to me appeared before me this day and being sworn stated that Virgil H Gardner the Grantor in said Conveyance Voluntarily Executed the same in his presence and in the presence of G D Shortridge Jr the other subscribing Witness Witness on this day the same bears date and that he affiant attested the same in the presence of the Grantor and of the other Witness and that said other Witness subscribed his name as a Witness in his affiants presence and in presence of the Grantor at the time of the Execution of said Conveyance given under my hand this 25 day of March Eighteen hundred and fifty seven J M Strong J P

The State of Alabama

Dallas County I Thomas G Rainer Judge of the Probate Court of said County do hereby Certify that the bonds attached Deed of Mortgage and Certificate was this day recorded in this Office in Book R of deeds at Pages 566 567 & 568 and that the same was filed in this office for Record on the 27 day of March A D 1857 given under my hand and seal of office at office in Cahaba this the 28 day of March 1857.

Thos G Rainer
Judge of Probate

Filed for and Recorded 25 April 1859
J M McClanahan Judge