

Alexander This Indenture made and Entered into this 3 day of August  
 To AD 1857 between James Alexander of the County of  
 Alexander Shelly and State of Alabama of the first part &  
 John Alexander of the same place of the second  
 part and Abner J. Wells of the same place of the third  
 part Whereas the said party of the first part is partly in  
 indebted unto the said party of the second part in  
 the sum of two hundred and twenty two & 59/100  
 dollars by note dated July 30 1857 due one day  
 after date with interest from 1 January 1857 &  
 Whereas the said party of the second part stands  
 security for the said party of the first part on a note  
 to Butler & Lyman for the sum of one hundred  
 and forty one & 8/100 dollars dated July 2 1857

due time monthly after date with interest from date also on two notes to Harrison & Gregory and for the sum of One hundred & Eighty three & 46/100 Dollars due 1 Jan'y 1857 the other for the sum of two hundred and forty five & 54/100 dollars due 1 of January 1858 and to China, the said party of the 1 part is anxious of securing unto the said party of the 2 part the payment of the above described notes and thereby save the said party of the 2 part from all further risk or danger now therefore this Indenture Witnesseth that the said party of the first part in consideration of the premises and of the sum of one dollar to him in hand paid by the said party of the second part the receipt whereof is hereby acknowledged doth grant bargain sell & convey unto the said party of the third part the following property to wit all my present growing crop and that which is gathered consisting of forty four acres of Corn fifteen acres of Cotton now growing and thirty acres of Wheat now garnered also two mares and one milch Cattle also twenty head of cattle also whatever crop I may raise during the year 1858 to have & to hold unto the said party of the third part his heirs & assigns forever in full payment that if the said party of the first part shall pay or cause to be paid the full amount of the above described claims upon which the said party of the second part is security as well as the claim due to the said party of the 2 part on or by the first day of January 1859 then this Indenture is to be null and void But if the said party of the first part fails to pay or cause to be paid the whole or any part of said several described claims before mentioned in this Indenture on or before the 1st day of January 1859 then the said party of the third part is empowered to seize and sell the property herein conveyed to the highest bidder for Cash at public and Cry on the premises of the said party of the first part upon giving ten days notice by posting up written notices in two or more conspicuous places in Shelby County and appropriate the proceeds of such sale to the satisfaction of the mortgage. In testimony whereof We have hereunto set our hands and seals this day and date above written

Jas G Murrel  
 Jas D Alexander Seal  
 John Alexander Seal  
 Oliver Wells Seal

The State of Alabama Shelly Garnty & Dr. Hunter an  
 Acting Justice of the Peace and for the County and  
 State of Alabama do hereby Certify that James Alexander  
 John Alexander and William Wells whose names  
 are signed to the foregoing Convoyance and who  
 are known to me acknowledged before me on  
 this day that being informed of the contents of  
 the Convoyance they executed the same  
 voluntarily on the day the same was state given  
 under my hand this day of A.D. 1857  
Dr. Hunter J. P.

Filed for and Recorded 10 Sept 1857

J. M. McCallahan Judge of Probate