

The State of Alabama } This Indenture made & entered
 Shelly County 183 into the 30th day of December
 A.D. 1857, by and between R. D. Hubbard of the
 first part, and William H. Fellows^{2d} administrator
 of Denny Fair of the 2^d part Witnesseth that Whereas
 the said party of the first part is justly indebted to the
 said party of the second part as administrator with
 the Will annexed of Denny Fair deceased, note bearing
 even date with these Presents, executed by the party of
 the first part, together with M. B. Smith & S. H. C. C.
 Anahon for the sum of twenty two hundred & eighty
 dollars due and payable to the party of the second part
 by the 1st day of December next after the date of said
 note and which note was given for the purchase of the
 land hereinafter described which the said party of the
 first part is desirous to secure now this Indenture with
 witnesseth that for and in consideration of the premises and
 also for the further consideration of Ten dollars to the said
 party of the first part paid in hand by the said party of the
 second part at and before the sealing and delivery
 of these Presents the receipt of which is hereby acknow-
 ledged the said party of the first part has granted
 bargained sold released conveyed confirmed releas-
 ed and confirmed and by these Presents does grant
 bargain sell release convey release and confirm to the
 said party of the second part as administrator as
 aforesaid the following lands situate lying & being in
 the County of Shelly and State aforesaid viz the North
 West quarter of Section Twenty Three except the Gro-
 und covered by a grove also the South West quarter

of Section twenty three and the South half of the North
 East quarter of Section twenty three also the South half
 of the South West quarter of Section fourteen & the South
 half of the South East quarter of Section fourteen also the
 the South West quarter of the South West quarter of
 Section twenty four & the East half of the South East
 half quarter of Section twenty two also the North half
 of the South East quarter of Section twenty three all in
 Township twenty of Range One West unto the said party
 of the second part aduers him, Executors administrators &
 assigns forever to the only proper use and behoof of the said
 party of the second part aduers as aforesaid him, Executors admin-
 istrators and assigns forever and the said party of the first
 part for by him, Executors administrators and assigns does
 hereby Covenant and agree With the said party of the second
 part his him, and assigns Executors & administrators
 forever in Manner and form following to Wit That
 is to say that the said party of the first part him, Execu-
 tors and administrators the aforesaid hereby Covenanted
 unto the said party of the second part his him, Executors
 administrators and assigns against the lawful Claims
 of all persons WHATSOEVER and more especially against the
 him, and assigns of the said party of the first part shall
 And will forever warrant and defend by these Presents
 upon their Personnels that the said party of the second
 part by him, Executors administrators or assigns shall
 permit the said party of the first part to remain in
 peaceable and quiet possession of the said tract or par-
 cels of land and to take the profits thereof to his own
 use until default shall be made in the aforesaid him after
 mentioned term of the said party of the first part shall
 not punctually pay the said note at or before the same
 becomes due and payable according to the tenor &
 Effect thereof then and in such Case as soon after
 the happening of such default of payment as the
 party of the second part or his Executors adminis-
 trators or assigns or lawfully authorized agent may
 think proper the party of the second part or his
 Executors administrators or assigns or lawfully
 appointed agent shall have power to sell the
 hereby granted and Covenanted property or such part
 thereof as may be deemed by the party selling
 sufficient at public auction to the highest bid-
 der at such time and place as the party au-
 thorized to sell may elect and out of the
 proceeds arising from such sale after first
 paying the proper Charges thereof and all

reasonable expenses attending the premises shall apply the balance of the proceeds or so much thereof as shall be required toward the payment whatever sum may be due and owing on said note above specified and the interest which may thereon lawfully have accrued and the balance if any remain after so paying shall be paid over to the party of the first part his legal representatives or assigns provided that before any sale be made at least thirty days notice shall be given of the time and place of such sale by the party selling by advertisement in some news paper published the nearest the place appointed for such sale or by notice printed or in writing posted in three or more public places in the county in which the sale may be appointed at least thirty days before the time of sale. But if the said note shall be fully paid discharged at or before the maturity thereof then and in such case this indenture to be void else to remain in full force. It is further stipulated that the said property when sold under this indenture shall be sold for cash in testimony whereof the said party of the first part has hereunto set his hand and affixed his seal this 30th day of December A. D. 1857 Signed sealed and delivered R. W. D. Hubbard in the presence of

The State of Alabama, J. H. McClanahan
Shelby County Judge of Probate for
said County hereby certify that R. W. D. Hubbard whose name is signed to the foregoing conveyance and who is known to me appeared before me and 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. Given under my hand this 6th day of January A. D. 1858

J. H. McClanahan
Judge of Probate

Filed this 6th day of January 1858

J. H. McClanahan
Judge of Probate