

Adams
vs
Watrous &
West

This Indenture made and entered into this first day of December 1857 between James Adams of the County of Shelby and state of Alabama of the first part with Ann Adams his wife and Daniel C. Watrous and John C. West of the same place parties of the second part. Whereas the said party of the first part is justly indebted unto the said parties of the second part by two promissory notes in writing each bearing date the first day of December 1857 one for the sum of one thousand dollars due first day of July 1858 the other for the sum of thirteen hundred and eighty dollars due first day of July 1859 and whereas the said parties of the first are anxious and desirous of securing the payment of each of said notes at the time the same fall due. Therefore

For value received we hereby assign and transfer to F. Nabors and J. P. Morgan this mortgage and authorize them to close the same as we could do ourselves in writing whereof we have heretofore set our hands and seals this 16th day of March 1859. J. P. Morgan & F. Nabors

Witnesseth that the said parties of the first in consideration of the premises as well as for the further consideration of one dollar to them in hand paid by the said party of the second part at and before the executing and delivery of these presents the receipt whereof is hereby acknowledged have granted bargained and sold and by these presents doth grant bargain and sell and convey unto the said parties of the second part the following described lands to-wit: the North East quarter of the North West quarter of section eight of township twenty four of Range twelve East also the North West quarter of the North West quarter of township twenty four of Range twelve East lying and being in the County of Shelby and State of Alabama to have and to hold said lands with the appurtenances and hereditaments thereto belonging unto the said parties of the second part their heirs and assigns forever also twenty three breeding sows and their increase in the future also all the proceeds which may arise from a mill on said land hereinbefore mentioned also every thing raised on said lands and one hundred bushels of Corn to have and to hold said Goods and Chattels unto the said party of the second part their heirs and assigns forever.

Now the Condition of this mortgage is such that if the said parties of the first part shall well and truly pay or Cause to be paid the full amount of each of said notes hereindescribed on the day the same fall due then these presents shall be void.

But if the said parties of the first part fail to pay or Cause to be paid the said note for one thousand dollars due first day of July 1858 at its maturity then the said parties of the second part are hereby authorized and empowered to enter upon and take possession of the land and goods herein described and sell the same upon the premises to the highest bidder for cash upon first giving twenty days notice by sticking up written notices at two or more public places in Shelby County and out of the money arising from said sale appropriate to the payment of said note for one thousand dollars and the balance if any to appropriate to the payment of the other note included in these presents and the

Costs and expenses of this instrument In testimony whereof we the said parties of the first and second parts have hereunto set our hands and seals the day and date above written.

James Adams Seal

Ann Adams Seal

John P. West Seal

D. C. Watrous Seal

Of the State of Alabama, I John P. Morgan an
Shelley County } acting justice of the Peace
in and for the County and State aforesaid hereby
certify that James Adams and Ann Adams
his wife John P. West and Daniel C. Watrous
whose names are signed to the foregoing conveyance
and who are known to me acknowledged before
me on this day that being informed of the con-
tents of the conveyance they executed the same
voluntarily on the day the same bears date
Given under my hand this 9th day of April
1857
John P. Morgan J. P.

Filed for record 15 April 1858

J. H. McClanahan
Judge of Probate