

Johnsey
 vs
 Alexander

This Indenture made and entered into this
 twenty second day of April A.D. 1858 between
 John Johnsey of the County of Shelby and
 State of Alabama of the first part and John
 Alexander of the same place of the second
 part and M. V. Alexander of the same
 place of the third part. Whereas the said party
 of the first part is justly indebted to the said
 party of the second part in the sum of
 two hundred and sixty six and sixty
 one one hundredth dollars by note dated April
 21st due one day after date with interest from
 date and whereas the said party of the first
 part is anxious and desirous of securing
 into the party of the second part the
 payment of the above described note and
 thereby save the said party of the second
 part from all further risk or damage
 Now therefore this Indenture witnesseth
 that the said party of the first part in
 consideration of the premises and 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 and convey
 to the said party of the third part the follow-
 ing described property viz the East half
 of the South East fourth and South West
 fourth of South East fourth Section Eleven
 and South West fourth and West half
 of South East fourth Section Eleven
 in Township number twenty one of
 Range number five West also one
 mare and one horse also my dwelling
 house at the Buck Creek Mills to have
 and to hold unto the said party of the

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third part his heirs and assigns forever in trust nevertheless that if the said party of the ~~first~~ part shall pay or cause to be paid the full amount of the above described note which the said party of the second part holds on him on or before the first day of January 1860 then this indenture is to be null and void. But if the said party of the first part fail to pay or cause to be paid the whole or any part of said note above named in this indenture on or by the first day of January 1860 then the said party of the third part is empowered to buy or and sell the land and horses herein conveyed to the highest bidder for cash at public out cry on the premises of the said party of the first part upon giving twenty notice by posting up written notices in two or more conspicuous places in Shelby County and appropriate the proceeds of said sale to the satisfaction of this mortgage. In testimony we have hereunto set our hands and seals this day and date above written.

John Johnsey (Seal)
John Alexander (Seal)
M. V. Alexander (Seal)

The State of Alabama, I Jacob Perry an
Shelby County, acting Justice of
the peace in and for the County aforesaid do hereby certify that John Johnsey John Alexander and M. V. Alexander 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 contents of the conveyance they executed the same voluntarily on the day the same bears date. Given under my hand this 22 day of April A.D. 1858

Jacob Perry
Filed for record 23 April 1858 J. C.
J. H. Clanton
Judge of Probate