

Williston
vs
McLendon

The State of Alabama Know all men by these presents
Shelby County 3 - county that I William Williston of
the County and State aforesaid for and in Considera-
tion of the sum of one dollar to me in hand
paid the receipt of which is hereby acknowledged and
the further Consideration that Olfon McLendon of
the County and State aforesaid holds a note in the
said William Williston hereafter to be described
have bargained sold and conveyed to the said
Olfon McLendon and by these presents do bargain
sell and convey to Olfon McLendon and hundred acres
of Land to wit that part of the S E 1/4 S E 1/4 of Section
16 16 that lies on the East Side of the mountain near
-King the Center of the top of the mountain the line that
part of the S E 1/4 of the S E 1/4 of Sec 21 that lies on
21 the east side of the mountain making the Center
of the top of the mountain the line and S E 1/4 of
the S E 1/4 Section 21 all in Township twenty one
21-22 W Range two west (Escalawon) Land District
Containing one hundred acres more or less to have
and to hold the said land with all tenements
and hereditaments thereto belonging to him
his executors administrators and assigns forever
Provided always and these presents and upon
the express Condition that if the said Mr Williston shall
pay to the said Olfon McLendon a certain note for
three hundred & thirty 49/100 dollars and bearing
in date with this instrument and due the first
day of March 1839 said note being signed by the
said Mr Williston then these presents shall be void
and of no effect but in case default is made
in the payment of said note of three hundred
& thirty 49/100 Dollars then it shall be lawful

and the said Dixon McClelland is hereby fully authorized and empowered to expose said land to sale at public vendue by giving thirty days notice by advertisement at some public place in said County and the proceeds arising from said sale to apply to the payment of said note and the balance if any after the payment of all expenses to return to the said Mr. Milledge and the said Dixon McClelland is fully authorized and empowered to execute a good and sufficient deed to said land after making sale of the same as before provided which deed or conveyance promises to defend against the lawful claim of every and all persons for ever. Given under my hand and seal the 11th day of August A.D. 1838 William Milledge (Seal) Mark

The State of Alabama, I Jordan Jones an active Shelby County Justice of the Peace in and for said County hereby certify that William Milledge whose name is signed to the foregoing conveyance and who is known to me as identified before me on this day that he is informed of the contents of the conveyance he executed the same particulars on this day the same bears date. Given under my hand this 11th day of August A.D. 1838 Jordan Jones

Justice of the Peace
Filed and recorded the 30th day of July 1838.
J. Milledge of Alabama Clerk of Probate