

This Indenture made and entered into the 2 day
 of September A.D. 1858 between John J. Weeks
 of the County of Shelby and State of Alabama
 of the first part and Isaac Holmes of the same
 place of the second part Whereas the said party
 of the second part is security for the said party of
 the first part on the following described
 notes to wit a note payable to David L. Lapey
 for seventy five dollars due 25 of December 1858.
 two notes to Edwin King one for one hundred
 and seventy five dollars dated May 24 1858
 due 1 of January 1859 and for one hundred
 and seventy five dollars dated January 13/58
 due January 1 1859 also two notes to Lemuel
 Mabon for thirty five dollars each dated July
 26 1858 and due three months after date
 And Whereas the said party of the first part
 is anxious and desirous of securing
 summing and protecting himself the said
 party of the 2 part from any loss he
 may sustain by said security as above and
 therefore in consideration of the premises
 as well for the further consideration
 of one dollar to me in hand paid by

the said party of the second part the receipt
whereof is hereby acknowledged have granted
conveyed sold and conveyed and by these
presents doth grant bargain sell and convey
unto the said party of the second part his heirs
and assigns the following described property to
wit fifty acres of my growing crop of Cotton
thirty acres of my growing crop of Corn three
thousand pounds of fodder more gathered
one and half acres of sweet potatoes twenty
head of hogs and their increase to have &
and to hold unto the said party of the 2^d
part his heirs and assigns forever how this
conveyance is intended as a mortgage to
secure the party of the second part for principal
& interest money costs charges and expenses which
he may be compelled to pay in consequence of the
failure of the said party of the first part to
pay and take up the aforementioned & described
notes and if the amount of said notes princi-
pal and interest shall be paid by the said
party of the first part at maturity then these
presents shall become void but if default be
made by the said party of the ~~second~~ ^{first} part in
the payment of said notes at maturity or any
part thereof and the same or any part thereof
is collected out of the said party of the second
part then the said party of the second part is hereby
authorized and empowered to seize and take
possession of the property herein conveyed and
upon giving fifteen days notice by posting with
the notice in three public places in Shelby
County sell said property at the residence of the
party of the first part at public outcry to the
highest bidder for cash and appropriate the proceeds
of said sale to the satisfaction of the mortgagee in
witness whereof we have hereunto set our hands
and seals the day and year above written

John J. Webb, Seal
Isaac Johnson, Seal

The State of Alabama
Shelby County

I do hereby certify that John J. Webb and
Isaac Johnson whose names are signed to the fore-
going conveyance and who are known to me
acknowledged before me on this day that
being informed of the contents of the conveyance

and they executed the same voluntarily on the
day the same was due given under my
hand this 2 day of Sept 1858

Wm. L. Runtz J.P.

Filed and recorded 2 day of September 1858.
Jesse W. Kinsman Judge of Probate