

The State of Alabama } This Indenture made and
Shelby County } entered into the 24th day
of March A.D. 1859, between

John S. Barnes of the County of Shelby and State
of Alabama of the first part and John P.
Morgan of the same place of the second part

Whereas the said party of the first part is jointly
indebted to the said party of the second part
by one promissory note in writing bearing
date the 18th day of March A.D. 1859 for the
sum of three thousand five hundred dollars
due on the first day of January 1860, and
whereas the said party of the first part is anxious
and desirous of securing the payment of said
note at the time the same fall due

Therefore Witnesseth that the said party of the
first part in consideration of the premises as
well as for the further consideration of one
dollar to him in hand paid by the
said party of the second part at and
before the executing and delivery of these
present, the receipt whereof is hereby ac-
knowledge, have granted, bargained and
sold, and by these presents doth grant
bargain and sell and convey unto the said
party of the second part the following describ-
ed and personal property, to-wit: The NW $\frac{1}{4}$
of the NW $\frac{1}{4}$ of section 16 Township 24 Range
12 East and the SE $\frac{1}{4}$ of NW $\frac{1}{4}$ of section 16
Township 24 Range 12 East, the NW $\frac{1}{4}$ of NW $\frac{1}{4}$
of section 16 Township 24 Range 12 East &
the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of section 16 Township 24
Range 12 East, the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of section
16 Township 24 Range 12 East, containing
two hundred acres more or less also the NW $\frac{1}{4}$

of the NE $\frac{1}{4}$, and the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ all in Section 16 Township 24 Range 12 East Containing Eighty acres more or less, also the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 16 Township 24 Range 12 East Containing forty acres more or less, lying and being in the County of Shelby State of Alabama also a certain lot of land situated in the town of Neutral being about one half of lot known as No 20 in Plat. of said Town, Containing one fourth of an acre more or less also a lot in the plat of said Town known as the Dudley Randall lot, fronting on Main Street and bounded on the East now occupied by Dr. Reginald Proctor Martin Containing three fourths of an acre more or less to have and to hold all of the above described lands with the appurtenances and hereditaments thereto belonging unto the said party of the second part his heirs and assigns forever also one slave man named Mosby of wrong hearted mutator color about 25 years old a slave man named Jack about 30 years old of dark color good head of horses and Jack about 30 head of Cattle and their increase in future about 30 head of hogs and their increase in future and double buggy without a top two road wagons also whereby they raised an the fore mentioned land during the year 1839 to have and to hold said goods and Chattels unto the said party of the second part his heirs and assigns forever. Now the Condition of this Mortgage is Such that if the said party of the first part shall will and truly pay or cause to be paid the full amount therein described on the day the same falls due then these premises shall be void but if the said party of the first part fail to pay or cause to be paid the said described note then those thousand and four hundred dollars due on the first day of January 1860 at its maturity then the said party of the second part is hereby authorized and empowered to enter upon and take possession of the land and goods herein described and sell the same in the

Given of Monticello to the highest bidder for cash
 upon first giving 30 days notice at two or
 more public places in Shelby County by street
 - up written notices and sent off the money
 being given said date to a separate part
 to the payment of the note herein described
 and the costs and expenses of this instrument
 and the balance of any to pay over to the
 said party of the first part. In testimony
 whereof the said party of the first and
 second parts have hereunto set our hands
 and seals the day and date above written

John S. Parsons Seal

John P. Morgan Seal

The State of Montana & Edmond E. Kidd and
 Shelby County 3 acting Justice of the Peace
 in and for said County hereby certify
 that John S. Parsons and John P. Morgan
 whose names are signed to the foregoing
 conveyance and who are known to me
 acknowledged before me on this day
 that he is informed of the contents of the
 conveyance they executed the same the
 day the same the day the same bears
 date given under my hand this 24th
 day of March 1859. Edmond E. Kidd

Justice of the Peace
 Filed for and recorded the 24th March 1859
 J. McElvanham
 Judge of Probate