J. H. Streety
to
French Nabors

~~The State of Alabama~~
~~Shelby County~~

This indenture made and entered into this the 17th day of June 1859. between John H. Streety of the first part and French Nabors of the 2nd part all of the county of Shelby and State of Alabama. Whereas the said John H. Streety of the first part is justly indebted unto the said party of the second part in the sum of thirty seven $ 35/100 dollars due 1st day of January 1860. by a note dated 17th day of June 1859 and due 1st day of January 1860. Witnesseth, that the said party of the first part being anxious and desirous of securing the future payment of said note unto the said of the second part in consideration thereof the premises and the further consideration of one dollar to him in hand paid by the said party of the second part doth grant bargain sell & convey and by these presents have granted bargained and sold unto the said party of the second part the following. All of my growing crop of corn & cotton consisting of about fifteen acres in cotton and about (25 Acres in corn) Twenty five acres in corn, all of the above described cotton & corn crop is growing on the plantation that the said Streety now lives on to have and to hold unto the said party of the second part his heirs and assigns forever together with all that thereunto pertains or belongs In trust nevertheless that if the said party of the first part shall ~~fully~~ pay or cause to be paid the full ~~payment~~ amount of the above and before mentioned note with interest on or before the first day of January 1860 then this mortgage 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 of said note on or by the 1st day of January 1860 Then the said party of the second part is hereby authorized and empowered to seize and take possession the said crop of corn & cotton and sell the same to the highest bidder for cash, on the premises upon first giving Ten days notice by posting one written notice in the Town of Montevallo in Shelby County and appropriate the proceeds of said sale to the satisfaction of this mortgage and the residue to the said party of the first part after paying all Expenses & Charges of Closing this Mortgage

In testimony whereof we have hereunto set our hands and seals the day and date above written

John H. Streety
French Nabors

Seal
Seal

The State of Alabama }
Shelby County } I Jordan Jones an acting Justice of the peace in and for said county do hereby certify that John H Tilney and Frances Tilney 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 17th day of June 1859. Jordan Jones J P

Filed for Record the 28th day of June 1859 and Recorded same day of same month

Jell McClanahan
Judge of Probate
3