

The State of Alabama, This indentured and agreement
 Shelby County 3 made and entered into this
 18th day of January 1860 between Henry & Shorader
 Henry & Shorader Jackson & Shorader and Isaac
 & Shorader of the one part and John & Goadie of
 the other part (Witnesses that whereas the trustees of
 the first named trust on the 19th day of November
 1859 purchased of the trust of the other named
 trust the lands with the Steam Mills and
 other appurtenances thereof situate about
 two miles north of Columbus in said County
 for the sum of fifty five hundred dollars \$55.00
 of which was due 1st of January 1860 and the balance
 due in three equal installments of \$16.66 2/3 each
 respectively due 1st January 1861, 1862, 1863 and on
 the 19th day of November 1859 executed to said trust
 of the other part a deed of trust or mortgage in said
 lands and its appurtenances to secure the payment
 of said purchase money the said lands & appurten-
 ances having been by said Goadie & his wife
 conveyed to said Shoraders upon their purchase
 of said and whereas said Goadie has filed
 in the Chancery Court of said County a bill against
 said Shoraders to rescind said purchase & sale
 & recover of said Shoraders damages for the use
 of said lands & Mills since said sale & purchase
 till they give up the said land & Mills and
 whereas said Goadie still owes the purchase
 money that he bound himself for upon his
 purchase from W. H. Pope of said lands (which is
 a less vicarious said lands now in order to save
 and avoid litigation & expense to affect mutual
 security in the premises the parties hereto have
 compared and agreed as follows to wit the said
 Shoraders are to hold said lands & premises under
 their Contract & Conveyance aforesaid & for the price
 aforesaid but the time & manner of payment of
 said purchase money & also the manner of
 securing the same are changed as follows to wit
 the said Shoraders are to pay at the end of each
 month commencing with the present month one
 hundred & fifty dollars in good merchantable
 currency at one dollar per hundred feet
 decreed at the Mills and a separate equal
 until the purchase money is paid up in

full & if said Shradens fail for two months together to
 make such payment in lumber made the same be
 occasioned by some serious accident causing said
 failure in which event they are to have an other month
 to bring up such payments as are behind the trustee
 herein after named and failing to do so pay said
 Trustee is to take the possession of said lands &
 Mills and other appurtenances thereto belonging after
 giving four weeks notice in a news paper published
 in this County if there be such & if not then in a solemn
 news paper and also by posting up at three public
 places in Shelby County said in the townships to
 the highest bidder for cash said lands and
 their appurtenances and out of the proceeds of said
 sale pay off and satisfy the balance of the purchase money
 and such interest then due of the fifty five hundred dollars
 and such interest as shall have accrued therein accord-
 ing to said original Contract the surplus pay to said
 Shradens or their orders. And the said Trustee is to receive
 said lumber monthly as delivered and dispose of the same
 and apply the proceeds as fast as realized by him first
 to the payment of these notes of \$500. each made by said
 Gradick to W. H. Pope for said lands and which create
 the lien or encumbrance herein mentioned and the
 balance of said purchase money to said Gradick
 until said purchase shall be fully paid and such
 interest therein as may accrue thereon, and should
 said trustee be required to and should make a sale
 of said lands and Mills under the provisions hereof
 out of the proceeds of such sale pay said purchase money
 in the order above specified, and for the faithful performance
 of the provisions hereof the said Gradick by and with the
 consent of said Shradens hereby appoints
 trustee for that purpose and hereby transfer and convey
 to him with full power to control and manage the same
 to meet the objects of this trust the lumber to be paid by said
 Shradens and sells and conveys to & vests in him said lands
 and premises with full power to sell and convey said
 premises in the event of the failure to pay said \$150. in
 lumber by Shradens and in consideration of the premises
 the said Gradick dismisses his said debt in Chancery
 and releases and dismisses his deed in trust taken to
 secure the Original purchase money and gives up to
 said Shradens the note given upon the Original Contract

and accept this agreement as the sole exponent of the Contract and evidence of purchase money under the conveyance of said Gradick & wife to said Shraders hereby confirming said conveyance executed in duplicate each party to retain one of said duplicates given under our hands & seals this day and year first aforesaid the Trustees to have the privilege of furnishing a bill for the month at the first of each month which must be filled and failing to furnish must accept such lumber as may be on hand if muchatable. provided no unusual lengths or widths must be required

Henry C. Shrader
Henry H. Shrader
Jackson T. Shrader
Isaac C. Shrader
J. N. Gradick
N. B. Mardis

The State of Alabama }
Shelby County } J. A. A. Sterrett a Justice
of the peace in & for said County hereby Certify that
N. B. Mardis known to me to be the same person
who executed the foregoing Conveyance came and
acknowledged before me on this day that knowing
the contents of said Conveyance he executed the same
voluntarily on the day the same bears date. as witness
my hand this 2^d day of February 1860 J. A. Sterrett Justice

Filed and Recorded 3^d day of February A D 1860

J. M. Clamham
Jug of Probate