

This instrument made and entered into this the 14th day of May 1861 between Robert Dismore of the County of Shelby & 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 justly indebted to the said party of the second part by and promissory note in writing bearing date the 25th day of December 1860 for the sum of three hundred thirty seven & 10/100 dollars due on the 25th day of December 1861 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 falls due Therefore It is agreed that the said party of the first part in consideration of the promises 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 execution and delivery of these presents the receipt whereof is hereby acknowledged have granted conveyed and sold and by these presents the receipt whereof is hereby acknowledged have granted conveyed and sold and by these presents doth grant bargain sell and convey unto the said party of the second part the following described real estate to wit The N W 1/4 of the Sec 14 the S W 1/4 of the Sec 14 of Section 21 Township 24 Range 13 East to have and to hold said land unto the said party of the second part his heirs and assigns forever Now the consideration of this mortgage is such that if the said party of the first part shall not and truly pay or cause to be paid the full amount of said note herein described on the day the same falls due then these presents shall be void But if the said party of the first part fail to pay or cause to be paid the said described note for three hundred thirty seven & 10/100 dollars due on the 25th day of December 1861 at its maturity then said party of the second part is hereby authorized and empowered to enter upon and take possession of said land herein described and sell the same in the town of Montevalle to the highest bidder for cash first giving twenty (20) days notice at two or more public places in said County by sticking up written notices at two or more public places in said County and out of the money arising out of said sale to appropriate to the payment of said note herein described and the costs and expenses of this instrument and the balance if any to pay over to the

Said party of the first part In testimony whereof
we the said parties of the first and second part have
hereunto set our hands and seals the day and
date first written

Robert ^{his} Dennis Seal
John Pillogan Seal

The State of Alabama

(P)

Shelby County I William M. McComaughy an
acting Justice of the Peace in and for said County
hereby Certify that Robert Dennis & John Pillogan
whose names are signed to the within 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 volun-
tarily on the day the same bears date

Given under my hand this the 18th day of
May 1861. Wm M. McComaughy J.P.

Filed for record the 20 day of June
1861. Recorded the 6 day of the same
month J. M. McComaughy
County of Shelby