The State of Alabama } This indenture made this 1st day of August
Shelby County } A.D. 1862 by and between John W Lapsley John R
Kenan Andrew G Jones and James W Lapsley acting severally each for
himself of the one part and Moran Ware of the second part witnesseth
That said parties of the first part are severally indebted to the party
of the second part in the amount of four promissory notes which
each of said parties have this day executed to said Ware (making
altogether sixteen notes) each of said notes is for the sum of three
thousand and fifteen 87/100 dollars the first is due april 1st 1863 the
second August 1st 1863. the third December 1st 1863 and the fourth
April 1st 1864 all bear even date with this indenture and bear interest
from the 1st day of April 1862 the first notes of Each party to wit the four
notes due on the 1st of April 1863 being entitled to a credit as endorsed
thereon of five hundred and fifty nine 80/00 dollars as of the 6th June
1862 said notes being given for the unpaid ballance due said Ware
from each of said parties on account of the purchase money for the
property conveyed by deed this day by said Ware to the Shelby county
Iron Manufacturing company
And whereas said parties are desirous of securing the prompt pay
ment to said Ware of the amount due on said notes
Now in consideration of the premises and for further good and lawful
considerations the said parties of the first part severally each for him
self bargain sell and convey to the party of the second part and his
heirs and assigns forever all their right title claim and interest
in the property of the Shelby county Iron Manufacturing Company
and all their shares of the capital stock of said company that is to say
the said John W Lapsley John R Kenan and Andrew G Jones
each conveying Two hundred and Eighty six shares and James
W Lapsley Two hundred and Eighty five shares of one hundred dollars
each in the capital stock of said Shelby county Iron manufacturing
company — In trust however and this conveyance is made conditional
upon the following express stipulation viz if the said parties shall
pay or cause to be paid to said Ware the said notes as they severally
become due with the interest that may be due thereon then and
in that case this indenture in so far as it affects the rights and
interest of such parties or party who may pay and discharge said notes
due from him or them severally shall become inoperative null
and void but shall continue in full force and effect as to those
who may make default and provided further that in case any
of said parties shall make default and fail to pay said notes as they
become due then it shall be lawful for the party of the second part
to sell the share of stock of such defaulting party or so many thereof
as may be of value sufficient to satisfy the amount due on said
unpaid note or notes in the manner hereinafter provided that
is to say He shall after the maturity of such unpaid note or

notice give public notice by advertisement in some newspaper published in the city of Selma for sixty days setting forth the time place and terms of sale said sale must be in some public place in the city of Selma between the hours of ten A.M. and three P.M. and must be for cash and the parties of the first part do severally authorise and empower said Horace Ware for them and in their names to transfer upon the books of the company any share of stock owned by them which may be sold in accordance with the foregoing provision to the purchaser at such sale and such transfer made in pursuance of this authority shall be operative as if made by said parties in their own proper person In testimony whereof the said parties have hereunto set their hands and affixed their seals the day and date first above written

Executed in the presence of C. J. Hazard, W. J. DeGampert

John W. Lapsley (Seal)
A. G. Jones (Seal)
J. R. Kirkan (Seal)
James W Lapsley (Seal)

The State of Alabama } I A. A. Sterrett a justice of the peace
Shelby County } in and for said county hereby certify that W. J. DeGampert a subscribing witness in the foregoing conveyance known to me appeared before me this day and being sworn states that John W Lapsley A. G. Jones J. R. Kirkan and James W Lapsley the grantors in the conveyance voluntarily executed the same in his presence and in the presence of the other subscribing witness on the day the same bears date that he attested the same in the presence of the grantors and the other witness and that such other witness subscribed his name as a witness in his presence

Given under my hand this the 14th day of August 1862

A. A. Sterrett J.P.

Filed for record and recorded this 19th August 1862

N B Martin Judge of Probate