The State of Alabama } This Indenture made
Dallas County } and executed this the 23rd
day of February 1864 by and between Sam Ramey
of Dallas County Ala & William Harris of same

County & State parties of the first part and David DeHaven of Selma Dallas County Alabama party of the second part Witnesseth that the parties of the first part are indebted to the party of the second part in the sum of Ten thousand dollars for borrowed Money as evidenced by their two promissory notes bearing date 4th day of December 1863 for five thousand dollars each one due in six months after date and the other twelve months after date both bearing interest at six percent per annum from date and both of them containing a clause which allows the notes to be extended twelve months after their maturity at option of the drawers Now the payment of said notes the parties are anxious and willing to enable Captain to the party of the second part and to pay and discharge as well as the further Consideration of Ten dollars to them in hand paid by the party of the second part the receipt of which is hereby acknowledged the parties of the first part have do hereby bargain grant sell & convey unto the party of the second part his heirs & assigns forever the following described lands & parcels of land to wit The North West ¼ of the North east ¼ Section 21 Township 20 Range 3 east in Shelby County Alabama The South East ¼ of the North West ¼ of Section 21 Township 20 Range 3 West in same County & State the last mentioned tract of land being subject to the dower right of Sarah E Roach and also the engine & machinery and other appurtenances which are now in Selma and which are to be put up on the said lands for the purpose of mining & working at Coal To have and to hold unto the party of the second part his heirs and assigns forever together with all and singular the lands tenements hereditaments and appurtenances including of the Coal and all the buildings machinery stools of every description and appliances for working the Coal whether on the lands now or hereafter to be put upon the land The right and title to said described lands and machinery &c the parties of the first hereby covenant to with the parties of the second part his heirs & assigns against the claim or demand claims of any and all persons whatsoever

Now if the parties shall well and truly pay said notes at their maturity which is six and twelve months after their date or in case of their extension as provided in them for twelve months after their date which extension it is understood the parties are to have upon their application to party of the second part & their offer to renew proper then whether upon first maturity or upon

maturity after extension of said Trustee shall well and truly pay said Note according to their tenor then this Mortgage shall be null and void otherwise to remain in full force and effect and which may be possible used to do which the party of the second part is hereby authorized and empowered to take possession of said lands & after possession as described above and after giving thirty days notice of the time and place of sale they may expose them to public sale in Selma Alabama the proceeds to the highest bidder for Cash & the proceeds of sale apply to said Note after paying expenses of sale the balance shall be given account of the Selma papers of any is published at that time if not then by advertisement by Notices stuck up in two or more public places in the County within the land lies In witness whereof we have hereunto set our hands & seals the day & date above written

W. Hornes (L.S.)
Saml Ramey (L.S.)

The State of Alabama } On this 29 the day of February
Shelby County } 1864 personally appeared
W Hornes and Saml Ramey and acknowledged the the written deed of trust to be their act and deed
and I certify that I will know the said W Hornes and Saml Ramey and that they are the same persons who are discribed in the written deed of trust and who executed the same

N B Moore Judge of Probate

Filed for record and recorded this 29 th day of February 1864 N B Moore Judge of Probate