This indenture made this 1st day of February 1866 between Alexander J. Wills the debtor of the first part and John Alexander and the Trustee of the Lienard Debt and Martha Wills the Creditor of the third part Whereas the said Alexander J. Wills is justly indebted to the said Martha Wills the sum of two thousand dollars with interest to be paid according and by notes given for two thousand and ninety seven dollars the 23rd Dec 1865 with a Credit and this debt of ninety seven dollars which debt the said Alexander J. Wills is willing and desirous to secure now this indenture witnesseth that for and in Consideration of one dollar to the said Alexander J. Wills in hand paid by the said John Alexander at and before the sealing and delivering of these presents the receipt whereof is hereby acknowledged he the said Alexander J. Wills hath granted given granted and sold and by these presents doth grant bargain and sell to the said John Alexander his heirs and assigns forever all that tract or parcel of land lying and being situate in Shelby County Alabama designated as the E½ of the NE¼ and E½ of SE¼ of S four of T. 21 R 12 E and the SW¼ of fractional S. three same township and Range also a lot of three acres lying at the North end of the first mountain named Gibson st and the Creek Also the S½ of NE¼ & SE¼ of S 17 T 22 R 1 W and N½ of the NE¼ S 20 T 22 R 1 W also the place known as the Ice Spring place entered by Gordon Hurley Containing 120 acres with all and singular the appurtenances to the said tracts of land belonging and the Estate right title and interest of the said Alexander J. Wills in said lands to have and to hold the same unto the said John Alexander his heirs and assigns forever to the only proper use of the said John Alexander his heirs and assigns forever and the Alexander J. Wills for himself his heirs executors administrators doth hereby Covenant to and with the said John Alexander his heirs and assigns forever in the manner following that is to say that the said Alexander J. Wills will warrant and defend the same to them by these presents against forever the lawful claims of the said John Alexander his heirs and assigns shall present the said Alexander J. Wills

to remain peaceable possession of the said lands and to take the profits thereof to his own use until default be made in the payment of the said sum of two thousand dollars and interest in whole or in part and then upon this further trust that the said John Alexander or his heirs and assigns shall and will so soon after hearing of said default of payment as he or his heirs or assigns may think proper on the said Martha Wills her heirs executors administrators or assigns may expose sell the said lands and premises to the highest bidder for cash at public auction after having given thirty days notice of the time by advertisement to be sold at the house of Mandeville and out of the money arising from said sale after satisfying charges the surplus pay to said Martha Wills her heirs executors administrators or assigns the said sum of two thousand dollars and interest and the balance if any shall pay to the said Henry J Wills his heirs executors or administrators but if the whole of the said debt be fully paid off and discharged to the said Martha Wills her heirs executors administrators on demand so that no default be made in the payment of the said debt then this indenture to be null and void otherwise to remain in full force and effect In Witness Whereof we have hereunto set our hands and affixed our seals the day and date herein affixed February 1st 1866.

Henry J Wills (Seal)
John Alexander (Seal)
Martha Wills (Seal)

The State of Alabama } Thomas Harrison an acting
Shelby County } Justice of the Peace in and for said County do hereby certify that Henry J Wills John Alexander and Martha Wills whose names are signed to the foregoing instrument of writing this day acknowledged before me that they signed the same for the purposes therein mentioned. Given under my hand and seal and date this 1st day of February 1866.

Thomas Harrison J P

Filed in my office for record this 27 day of February 1866 and recorded the same day and I certify that said deed has upon it two dollars worth of revenue stamps

N B Moore Judge of Probate