

This Indenture made and entered into this 12th day of March A.D.
 1866 between William M. Allen Surviving partner of the firm
 of Allen & Rushing of the first part and Isaac W. Edwards
 as the administrator of the estate of John Strawn deceased
 of the second part all of the County of Shelby and State of
 Alabama Witnesseth that the said party of the first
 part is justly indebted to the said party of the second
 part in the sum of Eight hundred and fifty Eight Dollars
 due by a promissory note made by said firm of
 Allen & Rushing on the 1st day of January 1861 and
 payable one day after the date thereof to said
 John Strawn now deceased which said note is entitled

April 15th 1861 (with seventy five dollars and March 29th 1862
 with seventy three 33/100 Dollars and the said party of the
 first part being anxious and desirous to secure the said
 party of the second part in the payment of said note
 herein before described Now therefore in consideration
 of the premises the said party of the first part has again
 sold and sold and by these presents does grant again
 sell and convey unto the said party of the second
 part the following described House lot located in the
 Town of Columbus East the lot and which is situated
 the floor House formerly occupied by T. S. Bousher
 and lately by said Allen Rushing and bounded as
 follows Commencing at the South East Corner of the floor
 House on the Public Square in said Town and Public
 Street from the Court House running North thence
 along the Public Square to the Corner where it intersects
 with the lot now owned & occupied by Wm. M. Allen thence
 North to the lot now owned by B. T. Dumas thence East
 to the North West Corner of J. M. McElanahan's Office lot
 now occupied by A. A. Stewart thence South to the
 South West Corner of said McElanahan's lot thence
 East to the South East Corner of the said McElanahan
 lot on the said Public Street running from the
 Court House North thence to the beginning together with
 all and singular the premises & appurtenances now
 owned by A. A. Stewart his law Office chimney erected
 thereon with the knowledge of occupying or moving at
 his pleasure To have and to hold the same to the
 said Isaac W. Edwards administrator as aforesaid
 upon the following Conditions to wit that if the said
 William M. Allen as the survivor of the firm of
 Allen's Rushing shall pay off and discharge said
 note herein described by the 1st day of January 1868
 then this Conveyance to be void of no effect and
 the title to said lot to remain in the said Allen's
 Rushing as follows as if this Conveyance had not
 been made but should said Wm. M. Allen as such
 survivor fail to pay of said debt and the interest
 thereon by said 1st January 1868 then the said
 Isaac W. Edwards as such administrator is authorized to take
 possession of said House lot & after giving thirty days
 notice of the time & place of sale by notices posted
 up at three Public places proceed to sell the same
 at Public Auction And with the proceeds pay of &
 satisfy said note or so much thereof as may re-
 main unpaid the residue of any pay over to
 said Allen It is expressly understood however
 that said Allen is to retain the possession of said

House & lot mortgaged said 1 January 1868 In testimony whereof we
have hereunto set our hands & seals the day & year above written

Wm M Allen Surveyor

Postmaster of Monroe Parish

The State of Alabama I Enoch Seal a Justice of the Peace
Shufly County In and for said County hereby certify
that William M Allen whose name is signed to the
foregoing Conveyance acknowledged before me on this day
that being informed of the contents of the conveyance he
executed the same voluntarily on the day the same were
dated Given under my hand this 12th day of March 1866.
E Seal J.P.

Filed for record the 19th day of April and recorded the 20th
day of the same month And I certify that said deed
has upon it a 50 Cent revenue Stamp J B Macon
Judge of Postoffice