

The State of Alabama } This indenture made and entered
 Shelly County } into this 17 day of September
 A D 1867 by and between the South & North Alabama
 Rail Road Company a body corporate of the one
 part and William M. Johnson of the County and
 State aforesaid of the second part Witnesseth that
 whereas the said party of the ~~second~~ ^{first} part is justly
 indebted to the said party of the second part
 in the sum of fifteen hundred and eighty one \$1,801.00
 Dollars as follows Not dated January 1st 1867 and
 due one day after date for Eleven hundred and
 seventy four Dollars given for services rendered
 that Company prior to that time and by account
 for services rendered said Company since January
 1867 to this date the sum of four hundred and twenty seven \$427.00 Dollars
 the said account being now due and the said party
 of the first part being anxious and desirous to secure
 said party of the second part in the payment of said sum
 so due for and in the consideration of the premises
 have bargained and sold and by these presents do grant
 bargain sell and convey to the said party of the
 second part, the Steam Saw Mill together with all the
 Machinery fixtures and appurtenances thereunto belong-
 ing now owned by said Company and located immedi-
 ately on the South and North Alabama Rail Road about

miles South of the Line Kilns at or near
 where the Road from Columbiana crosses as the
 Tusculooosa Road crosses said Rail Road To have
 and to hold to said party of the second part
 and to his heirs and assigns forever together with
 all the rights and appurtenances thereunto belonging
 In trust however upon the following condition
 that is to say the said party of the first part
 are to have and retain possession of said Mill
 premises Machinery fixtures &c until the first day
 of January 1869 and if by that time they pay off
 & satisfy said indebtedness together with the interest
 thereon then this conveyance to be void & of no
 effect and the title to said property shall revert
 in said party of the first part as fully as though
 this conveyance had never been made.

but should said parties of the first part fail to pay of said indebtedness and the interest thereon on any part thereof by said first day of January 1867 then the said party of the second part shall be and is hereby authorized and empowered to take possession of said mill machinery fixtures &c and after giving sixty days notice of the time and place of sale proceed to sell the same at public sale to the highest bidder for cash and with the proceeds pay off and satisfy said debt interest & reasonable cost

The testimony whereof said first parties have set their hands and seals the day and year above written,
North & South Ala RR Co
by R H Kelly asst Supt

The State of Alabama
Shelly County } I James T Super Registrar in Chancery
for the 13th District Middle Division of Alabama
hereby certify that R H Kelly hereby certify that
R H Kelly whose name is signed to the foregoing
conveyance as assistant Superintendent of the South
& North Alabama Rail Road Company and for whom
he executed the same and who is known to me as
known before me on the day that being informed
of the contents of the conveyance he executed
the same voluntarily on the day the same bears date
him under my hand this 17 day of September 1867
Filed for Record at 8 o'clock in James T Super Registrar
the morning of the 18th day of Sept
1867 & received 10 day of Nov. 1867
I certify that it has two dollars worth Federal Revenue Stamps
on it.
A B Magdis 2nd of Probate