

The State of Alabama } This Instrument made
 Shelby County } and entered into this the
 14th day of September A.D.
 1867 between Ellison J. Mitchell
 and Martha J. Mitchell his wife of the first part
 and Francis J. Hunter of the second part witnesseth
 that whereas the said Ellison J. Mitchell is indebted
 to the said party of the second part in the sum of
 two hundred & fifty dollars, as evidenced by two
 promissory notes bearing even date by their present
 or payable December the 1st 1867 for one hundred
 dollars with interest from date, the other payable
 December 25th 1868 for one hundred & fifty dollars
 with interest from date, and whereas the parties of
 the first part are desirous saying perfectly to release
 the said promissory notes to the said party of the
 second part in consideration of the premises and
 in consideration of ten dollars to them in hand
 paid by the party of the second part the
 receipt whereof is hereby acknowledged. The
 said parties of the first part have bargained
 and sold and by their present do grant bargain
 and sell unto the said party of the second part
 the following described tract of land lying & being in
 the County of Bibb & said State in which they now
 reside to wit the North west quarter of the South East
 Quarter of Section twenty six (26) Township twenty one (21) Range
 five West - containing ~~forty~~ ^{eighty} acres more or less and the South
 East ¹/₄ of N ¹/₄ Quarter and S ¹/₄ of N E ¹/₄ same section
 township and range - containing eighty ³/₄ acres
 more or less - And also that parcel of land
 lying and being in Shelby County said State known &

described as follows viz - The west half of the South west Quarter Section number (17) Township twenty one (21) Range four (4) West containing eighty acres more or less. To have and to hold the same unto the said party of the second part her heirs and assigns forever upon ^{the following} conditions that is to say first to pay the costs & expenses of the trust & out of the said Estate of Elisha J. Mitchell shall fail to pay and satisfy said notes by the 25th day of December 1868 then the said party of the second part is hereby authorized & empowered to take possession of said lands herein conveyed and sell the same to pay said notes interest and the costs & expenses at public outcry to the highest bidder for cash before the Court in the town of Monticello Alabama - and 3rd if the said parties of the first part shall pay off said notes and interest and the costs & expenses of this deed by Dec. 21st 1868 - then this deed is to be void -

Given under our hands & seals this day and year above written -

Test

B. B. Lewis

R. H. Wallace

The State of Alabama }
Shirley Secrestly }

J. H. P. Jones an acting
Justice of the Peace in & for
said County - hereby certify

that Elisha J. Mitchell & Martha J. Mitchell his wife - whose names are signed to the foregoing conveyance and who are known to me acknowledged before me they executed the said deed voluntarily on the day the same was made -

Given date -

Given under my hand this 16th day of September
AD 1867 J. H. P. Jones Justice of the Peace.

Filed for Record October 12/1867

I the said same day I certify that it has so much worth
federal revenue stamps as is A B Mardis

Order of Probate