The State of Alabama } Know all men that
Montgomery County } whereas I Presly W. Donaldson
am indebted to Robert J. Young as administrator
of John W. Vaughan decd by three promissory notes
bearing even date with these presents. and payable
to my own order and indorsed by me one for four
thousand one hundred and thirty five 50/100 dollars
payable one the first day of December 1869. One
for four thousand one hundred and thirty five
50/100 dollars payable on the first day of May 1870
And one for forty seven hundred and eighty two
dollars payable 1st November 1870 all bearing
interest from the first day of November 1868
and whereas I have drawn two Bills of Exchange
one for four thousand and other for five thousand
dollars on the South & North alabama Railroad
Company each dated this day and payable
1st April 1869 to my own order which Bills of
Exchange have been accepted by Said Railroad
Company and have been endorsed by me to
Said Robert J. Young admr as afforsaid,
And whereas I desire to secure the Said Young
his Successor in Said administration or his
representatives or assigns in the prompt payment
of said promissory note at maturity and in the
Ultimate payment of Said Bills of Exchange

Now therefore in consideration of the premises and of five dollars to me in hand paid by the said Robert J. Young. I have bargained, sold and conveyed and do hereby grant bargain sell and convey to said Robert J. Young his representatives assigns or successors in the administration of the estate of John W. Vaughan decd. all of my right title interest and estate in and to the following discribed real estate lying and being in the City of Montgomery in the County and State afforesaid; to wit an undivided interest of one third, of in and to Lots One Two Three four and five on Commerce Street in Square number Three, also a like interest in Lots numbered Six and Seven on Washington Street in said Square numbered Three and a like interest also in Lots numbered one two and three on Washington Street and Lots numbered Eight nine and Ten on — Molton Street in Square Numbered Two Together with a like interest in the hereditaments and appertinances thereunto belonging.

The said indebtedness intended to be secured by this conveyance being for the purchase money of said undivided interest of one third in said property. Also my undivided one sixth interest in and to the following lands lying and being in the Counties of Jefferson and Shelby counties in said State, to wit S.E.¼ of S.W.¼ — S.E.¼ of N.E.¼ Sec 32 T.17. R.2W. 237 $\frac{63}{100}$ acres — W½ of S.E.¼ — S.E.¼ of S.E.¼ Sec.20, T.20. R 2 W. 120 $\frac{1\frac{1}{2}}{100}$ acres N.W.¼ of N.W.¼ N.E.¼ of S.W.¼, S.E.¼, S.E.¼, of N.E.¼, Sec 30, T20, R 3 W. 279 $\frac{5\frac{1}{2}}{100}$ acres Sec 28, T.19. R 3 W. 641 $\frac{60}{100}$ acres — N.W.¼ of N.W.¼, E½ N.W.¼, N.E.¼ of S.W.¼, W½, of S.E.¼ & N.E.¼ of S.E.¼, Sec 32, T20, R3W. 285 $\frac{7\frac{1}{2}}{100}$ acres W½ N.E.¼ & N.E.¼ of S.E.¼ of Sec 6, T21, R 3 W 158 $\frac{4}{100}$ acres S.W.¼, N.E.¼, S.E.¼ of N.W.¼ & N½ of S.E.¼ Sec 12, T18, R3W 440 acres, S½ S.W.¼ of N.W.¼ & S.E.¼ of N.E.¼, Sec 36, T20, R4W 398 $\frac{45}{100}$ acres and N.E.¼ of N.E.¼, of Sec 18, T20, R 3 W, 40 $\frac{10\frac{1}{2}}{100}$ acres also all my right title and interest in and to fifty shares of the capital stock of the South & North alabama Railroad evidenced by certificate No 1 for eight shares & certificate No 172 for forty two shares issued by said Railroad —

This conveyance is upon this further express condition that if the said several promissory notes shall be promptly paid at maturity and if the said railroad company shall

and truly pay said Bills of Exchange so accepted as aforesaid then this obligation to be void, else to remain in full force and effect and in the events of the unpayment of either of said promissory notes at its maturity or in the event the said Young his representatives assigns or successors in said administration fail to collect said Bills of Exchange from the said South & North alabama Railroad Company by due process of law then in either or any of said events the said Robert J. Young his representatives assigns or his successors in the administration of the estate of said John W. Vaughan are hereby authorized and empowered to advertise said property for a period of thirty days in some Newspaper published in the city of Montgomery and sell the same after such advertisement at public auction in said city for cash or so much thereof as may be necessary for that purpose and apply the proceeds of such sale after deducting the expense thereof to the payment of said promissory notes or so much thereof as may be then unpaid and to so somuch of said Bills of Exchange as may be then found to be uncollected by due process of law from said Railroad Company and I said P.W. Donaldson hereby binds my self to warrant and defend the title to be made in the event of such sale against all claims and demands done or suffered by me except as against the claims rights and liens which exist by reason of the mortgage heretofore executed by me to George B. Holmes, on the first day of august 1868 and a second mortgage executed by me to Alexander W. Clayton and Chiles T. Barker dated 3 August 1868 both duly recorded in the office of the Probate Court in the County of Montgomery and aforesaid State. which claims rights and liens are hereby recognized as valid so far as said deeds of Mortgage embrace any interest in the lots hereby conveyed waiving all informalities in advertising said property.

And J. E. A Donaldson wife of said P.W. Donaldson for the consideration expressed in the foregoing Conveyance and

for the further consideration of five dollars to me in hand paid, the receipt of which is hereby acknowledged have released and do hereby relinquish to the said Robert J. Young his representatives assigns or successors in the administration of said estate all right or claim which I now have or may hereafter have as dower or otherwise in and to the lands above discribed, for the purposes herein above expressed, In witness whereof we the said P. W. Donaldson and E. A. Donaldson his wife have hereunto set our hands and seals this 29th day of October 1868

P. W. Donaldson (Seal)
E. A. Donaldson (Seal)

The State of Alabama
Montgomery County } I Daniel C Robinson a Notary public and by virtue of said office also a Justice of the Peace of said county do hereby certify that P. W. Donaldson as also E. A. Donaldson wife of said P. W. Donaldson for the purposes of relinquishing her dower to the lands mentioned herein whose names are signed to the forgoing Conveyance and who are known to me acknowledged before me this day that being informed of the contents of the conveyance they executed the same voluntarily on the day the same bears date

Given under my hand this 30 day of October A D 1868

D. C. Robinson N.P.
Ex Officio J. P.

Filed for record this 7th day of December 1868 and recorded the same day and I certify that I received Twenty Two 50/100 dollars & cents of Federal Stamps N. P. Attorney Judge of Probate