The State of Alabama } Know all men by these presents
Shelby County } that I Joseph B. Gardner am
justly indebted to R. H. Johnston in the sum of one
hundred & twenty five dollars by promissory note

of this deed payable to said R H Johnson or bearer on or by the Twenty fifth day of December next which said indebtedness & interest & discount to become paid in consideration of said indebtedness & of one dollar to me in hand paid by said Johnston the receipt of which is hereby acknowledged & the said Joseph B Gardner to gether with Celia Gardner his wife who joins with her said husband in this Conveyance to protect the same to said Johnston so far as they may now or hereafter have any right title or interest in the said property conveyed in her own right or otherwise in law or equity have bargained sold & do now by these presents bargain sell convey & confirm unto the said Johnston and Thomas Cloud horse mill & about eleven grubs all the same this day sold by said Johnston to said Gardner and also the following described right interest owned and held by the said Celia & wife of said Joseph B in the following described & described lots and parcels of land situated in said County & known as the North East fourth of the South East fourth the East half of the North West fourth of the North East fourth & the North East of the North West fourth of Section Eighteen of Township Forty of Range two East 200 acres more or less all fourth undivided part and parcel thereof to have and to hold the same to said Johnston his heirs & assigns forever and we the said Joseph B Gardner & Celia D Gardner his wife in consideration of the premises hereby warrant & defend the right & title to said property sold mill and said undivided part & parcel of said designated lots of land to said Johnston his heirs & assigns forever against all persons whatsoever. The trust however & this conveyance is upon the condition that said Gardner & to retain possession of said property hereby conveyed until said 25th day of December next and should said indebtedness be discharged & no default made in its payment then this conveyance to be come void but should default be made in its payment or in case in fact said Johnson his executors administrators or assigns may at once sign said

pontificity and after advertising the same place of sale three years at three or more places in said County sell the same or so much thereof as may be necessary to pay said indebtedness & expenses of this conveyance & said sale for cash to the highest bidder & make title to the purchaser thereof any specific warranty thereof given by said Joseph B Gardner or his assigns. In witness of which we the said Joseph B Gardner & Celia D his wife have hereunto set our hands & seals this the 17th day of February 1869.

Attested by
George Dasher
James Busker

J B Gardner
C D Gardner

The State of Alabama } I N B Murphy Judge of Probate
Shelby County } in and for said County hereby certify that James Busker a subscribing witness to the foregoing conveyance known to me acknowledged appeared before me this day and being sworn stated that J B Gardner & C D Gardner whose names are signed to the conveyance voluntarily executed the same in his presence and in the presence of the other subscribing witness on the day the same bears date that he attested the same in the presence of the Grantors and of the other witness and that such other witness subscribed his name as a witness in his presence. Given under my hand this 28th day of February 1869 N B Murphy
Judge of Probate

Filed for record the 18 day of March 1869 and recorded the 15th day of April 1869. and I certify that said deed has upon it a 4/- federal stamp
N B Murphy Judge of Probate