The State of Alabama }
Dallas County } This indenture made this the first day of April A D Eighteen hundred and Sixty Nine by and between John W Leapsley party of the first part and James W Leapsley administrator and as administrator de Bonis non with the will annexed of the of the Estate of Joseph W Leapsley late of the County and State aforesaid Decd Witnesseth that whereas the party of the first part is justly indebted to the party of the second part as such Administrator in the Sum of Seven Thousand Dollars as Evidenced by two Promissory Notes for the Sum of Thirty hundred Dollars Each, bearing date the date of this indenture made by the party of the first part, and payable to the party of the second part, due and payable two years after date bearing interest from date, In Consideration of the said indebtedness, and to Secure the payment of the said Notes with the interest to accrue thereon, and in the further Consideration of the Sum of five Dollars well and truly paid to the party of the first part by the said party of the second part at and before the Sealing and delivery of this Indenture, and the said party of the first part has granted bargained Sold and Conveyed, and does by this indenture grant bargain Sell and Convey to the said party of the Second part as Administrator as aforesaid, the herein after designated lots and parcels of land, or the interest of the party of the first part therein as herein after Specified; That is to Said, The One Undivided half part of the following designated lot of land in the City of Selma in said State and County. Situated On the North East Side, of Water Street and fronting Southward on Said Water Street and being three On One hundred and forty Eighty feet (148) and Extending thence back at Right Angels from Said Street One hundred and thirty feet

Lis Pendens

more or less to the brick building now or formerly the property of Goodwin & Robbins, formerly hardware merchants of said City. And bounded Eastward by the westward margin of said Washington Street in said City forming a parallelogram of one hundred and forty eight feet by one hundred and thirty five feet more or less, with one story brick ~~two~~ tenements gravity air and water and Washington Street the other undivided half part of said property belonging to Robert Hall. Also all undivided third part of the hereinafter designated lands which belongs to the party of the first part the remainder to Robert Hall and William Allan are undivided third part each that is to say The West half of the North West quarter and the West half of the South West quarter of Section four (4) and the East half of the North East quarter and the North East quarter of the South East quarter of Section five (5). The West half of the North East quarter and the North West quarter and the South East quarter of the North East quarter and the South East quarter of Section Seven (7). and the North West quarter of the North West quarter of Section Nine (9). and the North East quarter of the South West quarter of said Section Seven (7). and the West half of the South West quarter and the South West quarter of the North West quarter and the North East quarter of the South West quarter of Section Eight (8). and the North East quarter of the South West quarter of the East named Section (8). and the East half of the South West quarter of Section four (4). and the North East quarter of the North West quarter of Section Nine (9). and the North half of the North East quarter of Section Seventeen (17). and the South East quarter of Section Eight (8) and the West half of the South West quarter and the South East quarter of the North East quarter and the North half of the South East quarter of the South West quarter of Section Six (6). All the aforesaid tracts of land lying in Township twenty four (24) Range fifteen (15) East in the County of Shelby in Land Sales and Disposal of lands heretofore subject to sale at Fusedorsa land office and the North East quarter of the South East quarter of Section one (1) in Township twenty four (24) range fourteen (14) East. Also fractional F. G. H. I. K. and L. of Section twenty four (24) in Township twenty two (22) one Range one (1) West

all in said County of Shelby and above mentioned
tract of land To have and to hold the said
above specified and conveyed interest of said
party of the first part in and to the said above
specified lots tracts or parcels of land together
with all and singular the appurtenances thereto
to the said party of the second part his
heirs and assigns the party of the first part
hereby covenanting for himself his heirs and
legal Representatives and with the said party
of the second part his legal Representatives
and assigns to warrant and forever defend
to the party of the second part his legal Rep
=resentatives and assigns will at hereby con
=veyed to an undivided half part of the
lots or parcels of land above described
as situate in the said City of Selma and to
the undivided third part of the afor
=said lands designated as situate in the
said County of Shelby the party of the first
part Covenanting that he has good and
indefeasable fee simple title to the same
This Indenture is subject to the terms stip
=ulations and conditions herein after set
forth to wit is to say. that if the said party
of the first part shall well and truly pay
or cause to be paid the aforesaid two
promissory notes at the maturity thereof
and comply no default then and in
such case this Indenture to be come
null and of no effect otherwise to be and
remain in full force and virtue and
in case default shall be committed as to
said notes or either of them the said
party of the second part or his legal
representatives or assigns are given
at much as thirty days notice of the time
and place of sale by advertisement in some
newspaper published in said City of Selma
sell the aforesaid lots tracts or parcels of
land or such portion thereof as may be
sufficient to pay said notes or the amount
to be due thereon and costs of sale and ad
=vertisement at public out cry to the highest
bidder for cash at such time and place
as the party authorized to sell shall deem

to sell and dispose and apply the proceeds as such proceeds thereof as may be required towards the payment of costs of advertising and sale and whatever may be due and unpaid on said Notes or either of them John W Lapsley (Seal)

The State of Alabama } I A G Mahoney an acting
Dallas County } Justice of the Peace in and for the County and State aforesaid hereby certify that John W Lapsley whose name is signed to the foregoing Conveyance and who is personally known to me appeared before me this day and acknowledged that being informed of the contents of the said Conveyance he voluntarily executed the same at the date thereof. Given under my hand this the 2d day of April 1869.

I A G Mahoney
N P & J P

The State of Alabama } I Jno F Leverley Judge of the
Dallas County } Probate Court of said County hereby certify that the foregoing Conveyance was this day duly recorded in my office in Book A A of deeds pages 523, 524, 525, & 526 and that the same was filed for record on the 29 day of May A D 1869 Given under my hand this 29th day of June A D 1869.

J F Leverley Judge

Filed for record the 25 day of June 1869 and recorded the 29 day of the same month and I certify that said deed has upon it Internal Revenue stamps to the amount of $

N B Mahoney Judge of Probate