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The State of Alabama } This Indenture made
Shelby County } the 2nd day of September AD
1869 between the firm
of H. C. Reynolds & Co of the one part and
Lucastus V Fancher of the other part witnesseth
Whereas the Said Lucastus V Fancher is justly
indebted to the Said firm in the Sum of
two hundred & Eight 50/100 Dollars as evidenced
by a certain promissory Note dated Jany 12th
1869 & payable one Day after date for Said Sum of
Money to Said firm - And whereas the Said firm
have begun a Suit in the Circuit Court of Said
County against Said Fancher for Said debt and
whereas the Said Fancher is anxious to secure
Said debt and to prevent the Costs of prosecuting
Said Suit and whereas the Said firm agrees
to Stop Said Suit upon Said Security being
given for Said debt. Now in consideration of the
premises the Said Lucastus V Fancher has bargained
and Sold and by these presents do grant bargain
Sell and Convey to the Said the Said firm of
H. C. Reynolds & Co All his Corn and Cotton
Crop now growing and being on the tract of land
where the Said Fancher now resides it being the
Crop tendered by Said Fancher during the present
Year 1869 and embracing about fifty Acres of Corn
& about 45 Acres of Cotton to have and to
hold unto the Said firm and their assigns

forever it being herein mentioned and agreed that the title is hereby passed to Said firm as if Said Crop were already gathered and measured and weighed to the Said firm — Upon the following trust and condition that if the Said Sum of Money with interest is paid in full by the 15th day of December Next then this indenture is to be wholly null & void, but if the Said Same or any part thereof is unpaid on the Said 15th of December next then the Said firm of any member thereof is hereby authorized and empowered to enter upon the premises of the Said Fancher and take possession of Said property herein conveyed and Sell the Said Cotton and Corn in the town of Montevallo Ala to the highest bidder at public outcry for Cash after giving notice by posting in three public places in Said County the time place & terms of Said Sale for at least two days before Said Sale — and apply the proceeds of Said Sale

1st To the expenses of this trust,

2nd To the payment of Said debt & interest and the remainder if any to turn over to the Said Fancher or his personal representatives.

In testimony whereof the Said Lycurgus V Fancher hereto Set his hand & seal — the day & year above written

(Revenue Stamps fifty Cents) L V Fancher

The State of Alabama } I Paul H Lewis an acting
Shelby County } Justice of the Peace in & for Said County hereby Certify that Lycurgus V Fancher whose name is Signed to the foregoing mortgage and who is known to me acknowledged before me this day being informed of the Contents thereof he Executed the Same Voluntarily on the day the Same bears date

Witness my hand this 2nd day of September 1869

Paul H Lewis
Justice of the Peace

Filed in my office for Record October 2d A.D. 1869

J. T. Lepsen
Judge of Probate