

The State of Alabama Articles of Agreement made  
 Shelby County } and entered into this 26<sup>th</sup> day  
 of October AD 1869 by and between Jasper J. Morris  
 and Mary A. Morris husband and wife parties of the  
 first part and John L. Murphy and James J. Murphy  
 parties of the second part a certain tract or parcel of  
 land lying and being in said County and known  
 as that part or portion of the Shelby Springs tract  
 of land lying east of Camp branch containing one  
 thousand acres more or less for the sum of  
 seven thousand dollars to be paid as follows  
 One thousand dollars to be paid on or before  
 the first day of November 1869 and the residue  
 to be paid within two years from this date  
 bearing interest from January 1<sup>st</sup> 1870 and the  
 interest to be paid annually on the 1<sup>st</sup> day of January  
 of each year and if the said parties of the first part  
 are enabled to make titles to said lands at any  
 time before the first day of November 1870 said one  
 thousand dollars is also to bear interest until the  
 same is paid. And whereas there is some doubt as  
 to the ability of said parties of the first part to make  
 titles and it is believed that said titles can only be  
 made by an Order judgement or decree of a proper  
 Court and it is now understood and agreed  
 between the parties hereto that said parties of the first  
 part are to take such steps if the same can be done  
 as to enable them to make to said parties of the second  
 part good and perfect fee simple titles to said lands and  
 premises but if the proper Order judgement or decree of  
 the Court is denied or the parties of the first part  
 are unable to make said titles within three years  
 then the above Contract of Sale, is to be void and  
 of no effect but the said parties of the second  
 part are to have the possession of said lands and  
 premises for three years on the following terms that  
 is to say the parties of the second part are to pay  
 to the parties of the first part, Seven hundred dollars  
 annually as rent and it is further agreed that said  
 parties of the second part are to repair the fence  
 sufficiently to protect the Crop and are also to have  
 needed repairs and improvements done on the house  
 and for the repairing of the fences by setting on  
 with new rails the said parties of the first part are to  
 pay one half and the said parties of the first part  
 one to pay one hundred fifty dollars for a cotton

Gro and building Sums there to be paid the first year and in the event of settling Alonzo & the Contract of Said Sale is not consummated the Said parties of the first part at the expiration of three years are to pay to Said parties of the second part the full amount expended by them in permanent repairs of the house and for Seed and Cotton Gin - It is further Agreed that Said parties of the first part are to furnish to Said parties of the second part for the year 1852 two Mules to be used by them in the Cultivation of the Crop with Care and prudence for which Said parties of the first part are to receive from Said parties of the second part, Thirty five dollars for each of Said Mules & to return them at the Expiration of the year.

It is also further understood and agreed that so soon as it is ascertained that Said parties of the first part can make good & perfect titles to Said lands they are to do so & Said parties of the second part are to execute to them a Mortgage or Deed of trust on Said lands & the Crops Annually to be raised thence to secure the payment of Said purchase money & the interest Annually following due thence - but that for the purpose of determining the amount due Annually under this Contract for the period of three years or until it is determined & ascertained that Said parties of the first part can make titles the same shall be held and deemed a renting that parties of the first part shall have the sum on the Crops Annually produced to secure the amount of rents given to Land lords by the Statutes of this State - In witness whereof the parties have hereunto set their hands & seals the day and year above written.

(Received stamp twenty five cents)

Attest  
Alexander Moore  
A.B. Nelson

J. J. Morris Seal  
Mary A. Morris Seal  
Jas L. Murphy Seal  
J. J. Murphy Seal

The State of Alabama

Shelby County Es James S. Leifer Judge of Probate  
for said County hereby Certify that Andrew B. Nelson  
a Subscribing witness to the foregoing Assurance  
Known to me this day & being sworn stated that

Jasper J Morris & Mary A Morris his & S Murphy & J Murphy  
voluntarily executed the foregoing contract in his  
presence & the presence of the other subscribing witness  
on the day the same bears date that he attests the  
same in the presence of the parties thereto & of the other  
witness & that such other witness subscribed his name  
in his presence.

Gives under my hand this first day of November 1869

J. T. Leiper

Judge of Probate

Filed for and Recorded Bismarck N D Feby

J. T. Leiper  
Judge of Probate