

Jones C. M.
vs.
Rose & Co.

The State of Alabama Know all men by these presents that Dallas County S. J. Charles M. Jones of the County of Shelby State aforesaid for and in consideration of the sum of Six hundred dollars to me in hand paid by Messrs Rose & Co. a firm composed of Origen A. V. Rose and John K. Garrison of the City of Selma in the County of Dallas State aforesaid the receipt whereof is hereby acknowledged as evidenced by Twelve promissory notes of even date with these presents each for the sum of fifty dollars and payable as follows to-wit: The first due and payable on the 15th day of November 1871. The second on the 1st day of December 1871. The third on the 15th day of December 1871. The fourth on the 31st day of December 1871. The fifth on the 15th day of January 1872. The sixth on the 31st day of January 1872. The seventh on the 15th day of February 1872. The eighth on the 28th day of February 1872. The ninth on 15th day of March 1872. The tenth on the 31st day of March 1872. The Eleventh on the 15th day of April 1872 and the twelfth on the 30th day of April 1872 do hereby bargain grant sell and convey unto the said Origen A. V. Rose and John K. Garrison as such parties all that parcel or lot of land with all the buildings thereon standing situated in the Town of Calera of the County of Shelby State aforesaid and bounded and described as follows that is to say Commencing at the intersection of the northerly line of the right of way of the South and North Alabama Rail Road with the Central Avenue (So. called on N.B. Davis map of Calera in possession of the Shelby Lumber Company) thence northerly on the easterly line of said Central Avenue fifty (50) feet thence easterly and at right angles with the last described line fifty (50) feet thence southerly and parallel with the said easterly line of Central Avenue to the right of way of said South and North Alabama Rail Road thence westerly along said right of way to the place of beginning being a part of lot No 5. of said Company's plat of Calera. The said land above described being the same that was purchased by me of said Shelby Lumber Company on the first day of September AD 1871 and described in the bonds for title to me by said Company made and executed on the said first day of September AD 1871. To have and to hold the aforesaid premises with the rights privileges and appurtenances thereto belonging to the said Origen A. V. Rose and John K. Garrison as such parties the grantors in this conveyed and to their heirs Executors administrators and assigns forever And I the said Charles M. Jones the Grantor in this

Conveyance for myself my heirs Executors and assigns do hereby Covenant with the said grantees their heirs Executors administrators and assigns that there is no encumbrance or other lien whatever on the said aforementioned premises except that of one note for one hundred dollars held by the said Shelby Pine Company due and payable on the first day of January 1872 for a balance on the purchase money for said lot and it is expressly agreed and understood that said grantees shall have the right to pay said note at its maturity should I fail to do so and hold the same against said aforementioned premises separate from this conveyance until the said note is fully paid by me to said grantees

Upon Condition however that if the said grantor shall pay unto the said grantees the said promissory notes promptly on the days the same fall due as aforesaid at the place of business of said grantees in the city of Selma said Dallas County State aforesaid then this conveyance to be void otherwise to remain in full force and effect but if the said grantor fail to pay each of said notes (promissory) or any of them in whole as the same fall due as aforesaid then the said grantees are hereby authorized and empowered to take possession of said premises heretofore granted and described and after giving two days notice of the time place & terms of sale in some newspaper published in said Shelby County and State to sell the same to the highest bidder for cash at the Court house door of said County of Shelby and to execute title to the purchaser and to devote the proceeds of said sale to the payment 1st of the expenses of advertising selling and conveying 2^d of the amount with interest that may be due on said notes and lastly if there be any surplus of said proceeds the same is to be returned to the undersigned grantor

Witness my hand and seal this 19th day of October A.D. 1871.

Witness W. W. Parker.

Charles M. Jones

R. H. Baker.

In the State of Alabama I Moody H. May a Notary Public Dallas County and Ex officio Justice of the Peace in and for said County hereby Certify that Charles M. Jones the grantor in the foregoing conveyance known to me acknowledged before me this day that being informed of the contents of the conveyance he executed the same voluntarily on the day the same were

date - Given under my hand this the 19th day of October
AD 1871.

Moody H. May

MR. & off of P. Dallas County

I Certify that the foregoing deed was this day filed
and Recorded in my office and that said deed has
2 Federal Revenue stamps thereon - J. T. Leeper

October 21st 1871

Judge Probate