

Charles R. Woodson
 William D. Gould
 To
 Moses Schwarz.

This Indenture, made and entered into this 7th day of December, A.D. 1871 between, Charles R. Woodson and his wife Ellen P. Woodson and William A. Gould, and his wife Jean Gould, party of the first part, and Moses Schwarz Jr. party of the second part, witnesseth, That whereas the said Charles R. Woodson and William A. Gould, do and have this day become indebted to the said Moses Schwarz Jr. in the sum of Eleven Hundred and Seventy Seven $89\frac{1}{2}$ or dollars for which they have executed, their note to him of even date, with this conveyance, payable six months after date thereof, with interest from date, at the City National Bank of Selma Ala, and whereas also the party of the first part, are desirous of securing the prompt and faithful payment of said note, according to its tenor, Now therefore in consideration thereof, and for the further consideration thereof, and for the further consideration, of Ten Dollars, to them in hand paid, by the party of the second part, the party of the first part, have this day granted bargain, and sold, and do by these presents, grant bargain, sell and convey, to the party of the second part, and his heirs forever, the following described Lots, or parcels of Land, lying and being in the County of Shelby, and State of Alabama, And described as follows: The West half of the North West quarter and the East half of the South West quarter of Section Eight, in Township Twenty, of Range Three West, and also a Tramway, now in process of construction, from the Coal Mines on said Land, to the South and North Alabama Rail Road, To have and to hold the above conveyed premises, together with all the Mines, improvements, Appurtenances, privileges and easements thereto belonging, or in any way

appertaining to the party of the second part,
 and his heirs forever, and the party of the
 first part, for themselves, their heirs, Executors
 and Administrators, hereby Covenant with the
 party of the second part, his heirs, and
 assigns, that the above described premises are
 free from all incumbrances, that they have
 full right and power to convey the same in
 fee simple, and that they will forever warrant and
 defend the title thereto to the party of the second
 part, his heirs and assigns, and against the
 Lawful Claims of all persons whatsoever.
 This Conveyance is nevertheless upon the
 following Expenses trusts, terms and Consideration
 to wit: Of the party of the first part, shall pay
 the above described note in full, by the
 time the same falls due, and according
 to the tenor thereof. Now this Conveyance
 is to be and become null and void; but if the
 party of the first part, shall fail to pay the said
 note in full, and according to its tenor, by the
 time the same shall fall due, then and in that
 event the party of the second part, is hereby authorized
 and empowered to take possession of the above
 described premises and to sell the same, before
 the Market House in the City of Selma, and
 County of Dallas to the highest bidder, for Cash
 after having first given Twenty days notice
 of the time, time and place of such sale
 by publication in a newspaper published
 in said City of Selma and to apply the proceeds
 of such sale, first to the payment of the expenses
 of the execution of this trust, and then to the satis-
 faction of whatever may then remain due
 on said note according to its tenor, as then
 set forth and the balance if any, he is to pay
 to the party of the first part, and the party of
 the second part, is also hereby authorized to convey
 the said premises to the purchaser at such
 sale in fee simple, as testimony whereof
 the party of the first part, Charles R. Woodson
 and Ellen P. Woodson, his wife and William
 A. Ford and Jean Ford his wife, have
 hereunto set their hands and seals the day and
 year above written.

C. R. Woodson (Seal)
 Ellen P. Woodson (Seal)

Oct & Dec

G. W. D. Gould Seal
J. W. D. Gould Seal

Revenue Stamp \$2.50

The State of Alabama

Shelby County J. W. D. Gould an acting Justice of the peace in and for the County aforesaid, do hereby Certify, that W. A. Gould and his wife Jane Gould whose names are signed to the foregoing conveyance known to me acknowledged before me on this day that being informed of the contents of the conveyance they executed the same voluntarily on the day the same bears date, Given under my hand this 2nd day of December A.D. 1871.

Attest J. P.

The State of Alabama

Corry County J. W. D. Gould Judge of Probate in and for the County aforesaid hereby Certify, that L. R. Woodson and Ellen P. Woodson whose names are signed to the foregoing conveyance, and who are known to me acknowledged before me on this day, that being informed of the contents of the conveyance they executed the same voluntarily on the day the same bears date, Given under my hand. This the sixth day of December A.D. 1871.

A. C. Worze Judge of Probate

Filed for Record December 9th 1871 and
Recorded December 11th 1871

James S. Dyer Judge of Probate