J.R. Kenon
To
J.W. Lapsley Etal

The State of Alabama
Dallas County } This Indenture made
this Sixth day of May Eighteen hundred
& Sixty Eight by and between John R Kenon
party of the first part, and John W Lapsley
Samuel F. Houston & Virgil A Gardner parties
of the Second part, witnesseth. The parties
of the first & second part hereto from made
and executed joint, for their own joint use
and benefit the following mentioned notes
to wit, One note payable Clement B (or C B) White
and indorsed by him for the sum of three
thousand dollars; and one payable to Mrs
Isabella (or Isabel) Pratt late of Tuscaloosa
dec'd for thirty two hundred dollars or
thereabout. being the last of two or three
notes made by the said parties of the said
Mrs Pratt. The said notes are not present and
their dates are not remembered but they were
made some years ago; being the only notes
outstanding between the same parties: the
said note first above mentioned being held
and owned by John Mitchell. the amount due
and unpaid on the said notes after deducting
the various credits for interest endorsed
upon them, being as computed on the 4th day of
November last (1867) as follows: on the note pay-
able to the said White $3960 00
on the note payable to said Mrs Pratt 3924.38
Amounting together to, 7884.38
the sum of Seven Thousand eight hundred
& eighty four $ 100 dollars at the date last
mentioned. This Indenture further witnesseth
that in a settlement between the said parties at the
date last aforesaid, the party of the first part
became and was and is indebted to the parties
of the second part on account of their joint business

connected with the Bibb County Steam Mill Company of which the said parties of the first and second part were members and compared said Company in a sum sufficient to pay the amounts due on said above mentioned notes; and in consideration of said indebtedness promised and agreed to assume and hereby promises to and agrees with the said parties of the second part to pay and discharge the amounts due upon the said notes having since the making of the said settlement and said assumption paid the sum of twelve hundred dollars upon the said note to Mr. Pratt; the said party of the first part in consideration of his said indebtedness to the parties of the second part hereby promising and agreeing to save the said parties of the second part severally and collectively harmless against the said notes. In consideration of the premises and of his aforesaid indebtedness to the parties of the second part, and to secure the fulfillment and performance of his undertakings and agreements herein set forth, and to secure the sums due from him to the parties of the second part as aforesaid, and whatsoever else he may owe to either or them on account of the business of the said Bibb County Steam Mill Company the said party of the first part has bargained granted sold and conveyed, and does by this indenture, grant bargain sell and convey to the said parties of the second part their heirs and assigns, all his right title and interest in, and to the lots tracts & parcels of land mentioned and designated in the schedules of lands hereto attached and marked Exhibits A & B subscribed by the parties of the first part and to be taken and referred to as part of this indenture. Now if the party of the first part shall well and truly pay the amounts due on the aforesaid promissory notes on or before the first day of January next, or sooner if necessary to protect the the parties of the second part and each of them against said notes and each of them; and shall pay to each of the parties any other sum or sums which he may owe them severally or either of them on account of business or transactions connected

with the said Bibb County Steam Mill Company on or before the first day of January next, then and in such case this Indenture to be and become null & void, otherwise to be and remain in full force and virtue, The interest of the party of the first part in said lands may be sold by the parties of the second part or the survivors of them at public or private sale as they may deem proper and whenever in their judgement it shall be regarded as best for the interest of all the parties to this agreement that the same shall be sold, and the proceeds or so much thereof as shall be required shall be applied towards the payment of the notes aforesaid; or to reimburse the parties of the second part or such of them as shall have made payments on account of said notes; and pay any indebtedness of the party of the first part over & above the amounts of the said notes assumed by him as aforesaid; and any other indebtedness of the party of the first part to the parties of the second part or any of them growing out of business or transactions connected with the said Bibb County Steam Mill Company provided that such indebtedness over and above the amounts due upon said notes as aforesaid shall not exceed nine hundred and sixty three Dollars and interest thereon from January first 1867.

In testimony whereof the said parties have hereunto set their hands and seals the day and year herein first above written: the party of the first part hereby stipulating and covenanting with the parties of the second part that his wife will on request of any of the parties of the second part relinquish any right of dower she may have in said lands. Subject to the terms and conditions of this Indenture

J. A. Thomas (Seal)

J. G. Lapsley (Seal)
L. H. Houston (Seal)
S. R. Gordon (Seal)

The State of Nebraska } Geo. C. Johnson
Dawes County } a justice of the peace
in and for the County and State aforesaid
hereby certify that John R. Kenson -
John W. Lapsley Samuel F. Houston & Virgil A.
Gardner who signed or signed
subscribed to the foregoing and above
written deed of indenture so called, and
who are to me personally known and
acknowledge that being informed
of the contents of the said deed, they
voluntarily executed the same
at the date thereof, to wit the 6th day of
May 1908. Geo C Johnson J.P.

Exhibit "A" Schedule of Lands,

Patent 15-356 West half of South West quarter
The North West quarter and the West half of the
North East quarter of Section 15 T. 20. R 3 West 320.64
Patent 15-36, West half of North East quarter
of Sec 4 T 20. R 3 West 79.77
Patent 15-362 West half of North West quarter Sec 24
T 22 R 5 West 80.00
Patent 15-363 Whole of Fractional Sec 26 T 22 R 5 W 107.02
Patent 15-364 North half of North West quarter, South
East quarter of North West quarter the North East
quarter the South West quarter the North half
South East quarter and the South West quarter of the
South East quarter of Sec 6. T. 22. R 4 West 569.24
Patent 15-365 West half, and the West half of North East
Quarter of Sec 32 T. 21. R 4 West 411.05
Patent 15-366 North West quarter of the North west
quarter of Sec 18 T 22. R 4 West 40.60
Patent 15-367 North half of North West quarter, the
South West quarter of North West quarter, the
South half of South West Quarter and the North
West quarter of the North East quarter, Sec 14.
T. 24 R. 10 East 240.15
Patent 15-368 North West quarter the North East quarter
the North half of South East quarter, the West half
of the South West quarter and South East quarter
of South East quarter of Section 2 T 24 R 10 East 467.982
Patent 15-369 South East quarter of North West
quarter, the North West quarter of South West
quarter of Sec 12 T. 24 R 10 East 71.75
Patent 15-370 East half of South East quarter of Sec 10.
T. 24. R range 10 East 79.67
Patent 15-371 South West quarter of North East
Quarter of Sec 36. T 21. R 5 West 40.21½

Patent
15372. North East quarter of the North West quarter
and the North West quarter of the South West quarter
of Sec 24 T. 22 R. 5 West 80.35+
Patent 15378 East half of the South West quarter
the South West quarter of the South West quarter,
the South East quarter, the North East quarter
and the South East quarter of the North West
quarter of Sec 20 T. 21 R 4 West 481.35
Total Number of Acres 3069.15¼

Exhibit "B" Schedule of Lands
Patent 15395. The South half of the
South East quarter the South half of the
South West quarter & the South East
quarter of the North West quarter of Section 3 Ca.
Township 21 & Range 5 West.
Containing 201 67/100 Acres
Brought Down 3 869 15¼/100
Total 3 270 22/100 34 Acres.

The above specified lands are situated
part in the County of Bibb and part in the
County of Shelby in the State of Alabama
and in the District of Lands subject
to Sale at the United States Land
Office at Montgomery

G. R. Thurman

Filed for Record March 11th 1872 & Recorded
March 12th 1872. G. T. Leeper, Judge of Probate