John W. Lapsley
+ Virgil H. Gardner
Trustees To
Shelby Iron Co.

The State of Alabama

This Indenture made this 29th day of August A.D. Eighteen hundred and seventy two by and between John W. Lapsley and Virgil H. Gardner Parties of the first part and the Shelby Iron Company a Corporate of the County of Shelby in the State aforesaid party of the second part: Witnesseth Heretofore to wit; On the sixth day of May A.D. Eighteen hundred and sixty eight One John R. Kenan executed a deed of Mortgage bearing date the day and year last aforesaid to the said party of the second part and Samuel H. Houston since deceased to secure the payment since deceased ~~to~~ of certain indebtedness of the said ~~Kenan to the said parties~~ ~~of the second parties~~ of the second part and the said Houston since dec^d as mentioned and designated in the said deed of mortgage and as security for the performance of certain provisions and undertakings of the said Kenan in relation to certain assumptions by him of certain indebtedness of him self and the said parties of the first part and the said Houston so as to save them the said parties of the first part and the said Houston harmless from and in regard to the said indebtedness so assumed by the said Kenan as set forth in said deed of Mortgage ~~the said Kenan Mortgaged~~ by which the said deed of Mortgage, the said Kenan Conveyed and mortgaged the said parties of the first part and the said Houston since dec^d certain ~~interests~~ or all his, the said Kenans right, title, and ~~interest~~ in and to certain lots tracts or parcels of land therein designated and designated and specified in the lists and schedules of lands annexed to this Indenture subscribed by the said parties of the first part and constituting a part of this Indenture One of which schedule (the first) is Marked A the other B said lands being situated part of them in Shelby County and balance in the County of Bibb in said State

The said deed of mortgage was duly recorded in the Probate Court of said County of Shelby in Book "R" of Records pages 17, 18, 19, 20 & 21 as appears from certificate. Provisions made in and by the terms of said mortgage and it is stipulated and provided therein in substance and effect, that in case the said Kennan shall not fail to make the payments stipulated to be made by him as aforesaid on or before the first day of January next after the date of said mortgage or sooner in a certain event there in specified and shall not fail to perform his said promises and assumptions as set forth in said deed of mortgage on or before the first day of January next after the date of said mortgage that then and in such case the said mortgage was to become null and void; but otherwise to be and remain in full force and virtue, and that so being and remaining in full force and virtue the said parties of the second part and the said Samuel F. Houston since dec. or the survivors of them shall have power to sell the right title and interest of the said Kennan in and to the said lands at public or private sale as they may see proper whenever in their judgement it shall be regarded as best for the interests of all the parties to said mortgage that the same shall be sold. This indenture further witnesseth that whereas the said John R. Kennan did not make and has not made the said payments agreed and stipulated by him to be made by him and did not perform and has not performed his provisions and assumptions as set forth in said deed of mortgage, the said payments not having been made and the said promises and assumptions not having been performed by the said Kennan at the time stipulated in said mortgage nor at any other time before or since the said Samuel F. Houston having departed this life since the execution of said mortgage the said parties of the first part said Lapsley and Sadler as surviving mortgagees under said mortgage regarding it best for the interests of all parties to said mortgage that the said lands or the right title and interest of the said Kennan as conveyed in and by said mortgage, shall be now sold and sold at private sale have decided and determined now to sell the same at private sale at and for the price and sum of Twenty four hundred and fifty two $\frac{66}{100}$ Dollars offered thereof or by the the said party of the second part which is the highest and best price therefor that the

Pen words "not" & "fail to" in this page to initialed as witness, W. H. Kenny & Witness, J. L. Gardner

said parties of the first part have been or are able to obtain therefor now therefore in consideration of the premises and the sum of Twenty four hundred and fifty two $\frac{65}{100}$ Dollars to them well and truly paid by the said parties of the second part at and before the sealing and delivery of this indenture, they the said parties of the first part by virtue and in pursuance of right and authority vested in them as surviving mortgagees in and under said Mortgage have bargained sold and conveyed and do hereby bargain sell and convey unto the said parties of the second part (the said Shelby Iron Company its successors and assigns all the right title and interest of the said John R. Kenner in and to the aforesaid lots tracts or parcels of land as set forth and designated in said schedules and conveyed in said mortgage by) In Witness whereof the said parties of the first part have hereunto subscribed their names and set their seals the date herein first above written

John W. Lapsley (Seal)

Executed by John W. Lapsley and Virgil H. Sardeson voluntarily and being informed of the contents of the aforesaid conveyance the 30th day of August 1872 in presence of
H. Henry Smith
A. H. Sardeson

V. H. Sardeson (Seal)

United States Revenue Stamp $2.00

State of Alabama } Before me Elijah Seal
Shelby County } a justice of the Peace in and for said County and State aforesaid personally appeared A. H. Sardeson who is to me personally known and who being duly sworn before me deposes and says that John W. Lapsley and Virgil H. Sardeson who are personally known to him and whose names are subscribed to the annexed and foregoing conveyance and being informed of the contents of the said conveyance executed the same voluntarily as the Shelby Iron Company on the thirtieth day of August 1872 in the presence of the deponent and of H. Henry Smith who subscribed the same as witness at the request of said Lapsley & Virgil H. Sardeson and in their presence and in the presence of each other at the time of execution thereof. Given under my hand and as such justice of the Peace this the 31st day of August A. D. 1872

Elijah Seal justice of the Peace

~~James T. Leiper judge of Probate~~

~~Filed for Record September 11 1872 & Recorded September 23 1872~~

Description of lands. One half interest in which was conveyed to Shelby Iron Co. by deed of A. T. Jones & John W Lapsley dated Apl 2d 1871.

Schedule A (lands entered by John. W. Lapsley)

No of Entries		Section	Township	Range	Acres
15,360	West half of South West quarter, North West quarter West half of North East quarter	10	20.	3 West.	320.04/100
15-361	West half of North ~~West~~ East quarter	4	20	3 "	79 77/100
15-364	North half of North West quarter South East quarter of ~~North of~~ North West quarter, North east quarter South West quarter North half of South east quarter South west quarter of South east quarter	6	22	4. "	56 24/100
15-365	West half West half of North east quarter	32	21	4 "	411 05/100
15-366	North West of North West quarter	18	22	4 "	40 60/100
15-362	West half of North West quarter	24	22	5 "	80.
15-363	The whole of Fractional	26	22	5 "	107 62/100
15-367	North West quarter of North East quarter North half of North West quarter South West quarter of North west quarter South half of South West quarter	14	24	~~10 East~~	~~240 15/100~~
		14	24	10 East	240 15/100
15-368	North West quarter, North east quarter, North half of South east quarter West half of South West quarter, South east quarter of South east quarter	2	24	10 "	467 93 1/2/100
15-371	South west quarter of North east quarter	36	21	5 West	40 21 1/2/100
15-372	North east quarter of North West quarter North west quarter of South west quarter	24	22	5 "	80 33 1/4/100
15-370	East half of South east quarter	10	24	10 east	79 67/100
	No of Acres carried forward				2516 02 1/4/100

J. W. Lapsley
J. H. Sardner

No of Entries		Section	Township	Range	Acres
	No of Acres brought forward				2516 02 1/4/100
15-369	South east quarter of North west quarter North west quarter of South West quarter	12	24	10 East	71 25/100
15-373	East half of South west quarter South West quarter of South West quarter South east quarter North east quarter South east quarter of North west quarter	20	21	4 west	481 32/100
					3069 15 1/4/100
	Schedule "B" (Lands entered by Andrew T. Jones)				
15-396	South half of South east quarter South half of South West quarter South east quarter of North west quarter	36	21	5 west	201 07 1/2/100

Schedule A. 3069, 15 1/4 acres/100
" B. 201, 07 1/2/100 acres
32 70 22 3/4/100 "

Witnesses
F. Henry Rudtman
A. H. Sardner

John W. Lapsley
J. H. Sardner

Filed for Record September 11th 1872 & Recorded Sept 23rd 1872 J. T. Leper Judge of Probate