Blackerby A. J. & H. C. To B. A. Lester

Mortgage

The debt secured by this mortgage is satisfied this March 5th 1875 B A Lester

The State of Alabama
Shelby County } This Indenture made and entered into this 29th day of April 1873, between A. J. Blackerby and H. C. Blackerby debtors of the first part, and B. A. Lester creditor of the second part witnesseth: That Whereas the said party of the first part is justly indebted to the said party of the second part in the sum of Twenty Seven 50/100 Dollars due by 25th day of December 1873, and payable on or before the 25th day of December 1873, and the said party of the first part being desirous to secure the payment of said indebtedness, for and in Consideration thereof & for the further Consideration of the sum of one Dollar in hand paid by the said party of the 2d part to the said party of the first part, the receipt whereof is hereby acknowledged, the said party of the 1st part has sold, and hereby sells and Conveys to the said party of the Second part ~~receipt whereof~~ the following described property to wit; One Sorrel mare belonging to H. C. Blackerby, and also one Cow and Calf, and one yoke of Work Steers one Steer Pelock and White, and one red & White pided belonging to A. J. Blackerby, to have and to hold in trust as follows. It is hereby agreed, that the said party of the first part, is to have and retain possession of the said property until the 25th day of Dece 1873; And if the said party of the 1st part, shall fully pay said debt to the said party of the second party, by said 25th day of December 1873, with interest thereon and the reasonable Expenses hereof, then this indenture is to be null and void. But upon default of such payment the said party of the 2d part is hereby authorized to take into possession and sell

said property to the highest bidder for cash, after giving lawful days notice of the time and place of said sale by publication in a newspaper, if one is published in the County, or by posting at three public places and out of the proceeds of said sale retain the sum of Twenty Seven 50/100 Dollars and interest thereon and the reasonable costs hereof & the balance if any pay to the said party of the first part,

Signed sealed & delivered. (Seal)
this 29th day of April in (Seal)
presence,

The State of Alabama }
Shelby County } I B. Poindexter whose a Justice of the Peace for said County hereby certify, that, A. J. Blackerby and H. C. Blackerby 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,

Witness my hand this 29th day of April 1873

B. Poindexter
J. P.

Filed for Record April 30th 1873, and Recorded May 23d 1873,

Jas T. Lupin
Judge of Probate,