470

Morris Jno H & Wife
To
J. Q. Johnson.

The State of Alabama }
Shelby County } This indenture made and entered into this 5th day of March 1874 between John H. Morris and Charlotte Morris, husband and wife debtors of the first part, and Joshua Q. Johnson 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 Two hundred & twenty one & 18/100 dollars due by three promissory notes, one for forty five dollars, one for Eighty dollars, & one for ninety Six 8/100

Dollars, Each dated February 11th 1874, and payable on or before the 25th day of Nov 1874.

And the said party of the first part being desirous to secure the payment of said indebtedness; for and in consideration thereof; and for the further consideration of the Sum of one Dollar in hand paid by said party of the second part, receipt whereof is hereby acknowledged the said party of the first part has sold, and hereby sells and conveys to the said party of the second part, the following described property to wit: E1/2 of SW/4 & SE Frac & Frac A. of Sec 13, & SE/4 of NE/4 & SE/4 of NW/4 Sec 24, Township 24, Range 15 East, One Sorrel Mare, four years old, and one mule Colt, one year old, One Yoke of Oxen about Eight years old, One A Cart or Wagon, 4 Milk Cows & calves, 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 November 1874, and if the said party of the first part shall fully pay to said party of the second part, said debt with interest thereon, and the reasonable Expenses hereof by said 25th day of Nov 1874 then this indenture is to be null and void. But upon default of such payment, the said party of the second part is hereby authorized to take into possession and sell said property to the ~~said party of the~~ highest bidder for cash, after giving thirty days notice of the time and place of said Sale, by publication in a newspaper if one is published in said County, or by posting written notices at three public places, and out of the proceeds of said Sale retain the Sum of Two hundred & twenty one 15/100 Dollars and interest thereon, and reasonable costs hereof, and the balance if any pay to the said party of the first part.

John H. his + mark Morris (Seal)
Charlotte her + mark Morris (Seal)

The State of Alabama }
Shelby County } I James T. Lufkin

Judge of Probate, for said County, hereby certify that, John H. Morris, whose name is signed to the foregoing Conveyance, and who is known to me, acknowledged before me on this day that being informed of the contents of the Conveyance he executed the same voluntarily on the day the same bears date, and I do hereby certify that on the 5th day of March 1874, came before me the within named Charlotte Morris, known to me to be the wife of John Morris within named who being by me examined separate and apart from her husband touching her signature to the within deed acknowledged that she signed the same of her own free will and accord, and without fear, Constraint or persuasion of her husband.

In witness whereof I hereunto set my hand this 5th day of March 1874,

J. T. Leper
Judge of Probate.

Filed for Record March 5th & Recorded March 12/74

J. T. Leper
Judge of Probate.