Sommerville J. R. & wife To Joseph Meyer

The State of Alabama } Know all men by
Shelby County } these presents that
we John R. Sommerville and Salena S. Sommerville husband and wife of said County, did on the 7th day of April 1870 make Execute and deliver to Joseph Meyer of Dallas County Alabama and certain deed of trust of that date, conveying to him certain lands therein described, to secure the payment of a certain promissory note of that date made by the J. R. Sommerville to the said Joseph Meyer, for the payment of thirteen hundred & eighty four 75/100 Dollars, which said deed of trust is of Record in the Probate Office of said Shelby County in Book "P" on pages 595 & 597 & may be seen by reference thereto that a balance yet remains due and unpaid on said note and the said J. R. Sommerville & wife Salena S. being desirous of releasing from the said deed of trust 120 acres of land therein and thereby conveyed to wit: The SW/4 of the SE/4 of Section 25 & the N1/2 of the NE/4 of Section 36, in Township 20 of Range one East, and proposing to substitute & by these presents convey the NE/4 of the SE/4 of Section 25 & the SE/4 of the SE/4 of Section 36, in Township 20, of Range one East & the SW/4 of the SW/4 & the NE/4 of the NW/4 of Section 31, in Township 20, Range two East, 160 acres more or less, to stand and be in place of the 120 acres first herein described So far as securing the payment of whatever sum of money due and unpaid on said note, and the same being by the said Joseph Meyer agreed to, and the said 120 acres first named being by an Endorsement made on the margin of the record of said deed of trust, in said Probate office released and discharged from the lien, on operation of said deed of trust, so made and recorded as aforesaid. In consideration thereof we the said J. R. Sommerville and Salena S. Sommerville husband and wife as aforesaid have bargained and sold & do now by these presents bargain sell, convey

Recorded by comparing the foregoing with the original & found correct this 23 day of Dec 1873 [illegible]

and confirm unto the said Joseph Meyer the said 160 acres of land, last above described, to wit: The NE¼ of the SE¼ of Section 25 & the SE¼ of SE¼ of Section 36 in Township 20 of Range one East & the SW¼ of SW¼ & NE¼ of NW¼ of Section 31, in Township 20 of Range two East. together with all and singular privileges and appurtenances, thereto appertaining To have and to hold the same to himself, his heirs and assigns forever, precisely and upon the same terms and conditions, privileges and immunities, specified in the said deed of trust of the 7th of April 1870 as fully in all respects as if the same had been by said deed of trust, conveyed to him the said Joseph Meyer instead of the said 120 acres first named and now released & discharged therefrom, and it is distinctly understood that the release and discharge of the said 120 acres, from the lien and operation of said deed of trust made and of record as aforesaid is not in any respect to impair the lien or operation thereof on the other lands mentioned & conveyed thereby, but that the same as to all other lands therein mentioned is recognized as subsisting and to continue to subsist and of force until the debt therein mentioned is fully paid off and discharged & shall a sale of the other lands mentioned in said deed of trust, or the lands conveyed by this deed of trust become necessary or be desired by said Joseph Meyer, his heirs or assigns for the payment of said note, described in said first deed of trust, or whatever balance may be due thereon, now or at a future day. The said Joseph Meyer his heirs or assigns is hereby fully authorized to enter upon and seize the same, and advertise and sell under the said first deed of trust or whatever balance may be due thereon now, or at a further day. The said Joseph Meyer and under this the said other lands in said first

deed of trust. In witness of all of which, we hereto set our hands and seals, this the day and year first above written.

Jno R. Sommerville (Seal)
S. S. Sommerville (Seal)

The State of Alabama }
Shelby County } I David Edwards an acting Justice of the Peace in and for said County hereby certify that John R. Sommerville and Salena S. Sommerville his Wife of said County, whose names are signed to the foregoing Conveyance and who are known to me, acknowledged before me, on this day, that knowing the contents of the Conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand this the 30th day of April 1874.

David Edwards
J. P.

Filed for Record June 1st 1874 and Recorded June 4th 1874.

James T. Lupo
Judge of Probate.