

Henry S. Porter et al
 vs
 Cyrus W. Holmes et al

This Indenture made the twentieth day of May
 in the year of our thousand eight hundred and
 seventy five between Henry S. Porter of Hatfield
 Henry A. Langley of Northampton S. C. Bridgman of
 Northampton in the County of Hampshire Samuel B
 Spooner of Springfield in the County of Hampshire
 and James L. Whitney of Concord in the County
 of Middlesex all in the Commonwealth of Massachusetts
 parties of the first part and Cyrus W. Holmes junior
 of Mansfield in said County of Hampshire party of the
 second part whereas the said parties of the first
 part are justly indebted to the said party of the
 second part in the sum of Twenty five hundred
 Dollars as evinced by their joint note for that
 amount dated May 20th 1875 payable to said party of
 the second part or order in installments as follows
 Five hundred Dollars July 1st 1876 and thereafter Five
 hundred Dollars on the first day of July in each
 year until fully paid with interest at the rate of
 eight per centum per annum payable semi-annually on
 the first days of January and July in each year after
 the present year at his office in said Mansfield.
 Now this Indenture witnesseth that the said parties of
 the first part for the better conveyance securing
 the debt (or note) above described according to the
 true intent and meaning thereof and also for
 and in consideration of the one dollar to them
 paid by the said party of the second part at
 or before the executing and delivery of these
 presents the receipt whereof is hereby acknowledged

have granted bargained sold alien reserved released conveyed and confirmed and by these presents do grant bargain sell alien reserve release convey and confirm unto the said party of the second part and his heirs and assigns forever

The following described tract or parcels of lands situated in the said County of Shelby State of Alabama to-wit: Three eighths undivided of SE 1/4 Sec 8 S 1/2 of NE 1/4 Sec 8 N 1/2 of SW 1/4 Sec 9 E 1/2 of NW 1/4 Sec 9 E 1/2 of SW 1/4 E 1/2 of NW 1/4 NW 1/4 of NE 1/4 Sec 8 W 1/2 of NE 1/4 Sec 9 To R 3 N as his portion East of Cahoba River including the whole channel of said River with the tract hereby conveyed together with all and singular the tenements hereditaments and appurtenances therein to belong in or in any wise appertaining and the revenues and proceeds hereof and remainders rents issues and profits thereof And also all the estate rights titles interest property possessions claims and demands whatever as well in law as in equity of the said parties of the first part of and to the same and every part and parcel thereof with the appurtenances To have and to hold the above granted bargained and described premises with the appurtenances unto the said party of the second part and his heirs and assigns to his and their own proper use benefit and behoof forever

Provided always and these presents are upon the express condition that if the said parties of the first part or their heirs executors or administrators or either of them shall well and truly pay to the said party of the second part or his heirs executors administrators or assigns the above described debt or note according to the terms or tenor thereof then this deed (and also debt or note) shall be wholly discharged and void any otherwise shall remain in full force and effect And if default shall be made in payment of the said sum of money above mentioned or the interest that may grow due thereon on any part thereof that then and from that forth it shall be lawful for the said party of the second part or his executors administrators and assigns to enter into and upon all and singular the premises hereby granted or intended so to be and sell and dispose of the same and all benefit and equity of redemption of the said parties of the first part or their heirs executors administrators or assigns therein at public auction first giving notice of time and

This mortgage is satisfied & is charged
Nov. 19th 1880, See Mortgage Record Vol 3
Pages 462 & 463
James F. Sleeper
Judge Probate

place of sale by publishing the same once each week in three successive weeks in some newspaper published in the County of Hampshire aforesaid. And as the Attorney of the said parties of the first part for that purpose duly authorized constituted and appointed to make and deliver to the purchasers or purchasers thereof a good and sufficient deed or deeds of conveyance in the law for the same in full support and out of the money arising from such sale to return the principal and interest which shall then remain due on the said debt (or note) together with the costs and charges of advertisement and sale of the said premises rendering the overplus of the purchase money (if any there shall be) unto the said parties of the first or their heirs executors administrators or assigns which shall sale set to be made shall forever be a perpetual bar both in law or equity against the said parties of the first part or their heirs and assigns and all other persons claiming or to claim the premises or any part thereof by fraud or under him them or either of them.

v

In witness whereof We Henry S. Porter Henry A. Langley S. E. Bridgeman Samuel B. Spooner and James L. Whitney the parties of the first part and Mrs. Matilda G. Porter wife of said Henry S. Porter Harriett Bridgeman wife of said S. E. Bridgeman Eliza S. Langley wife of said Henry A. Langley and Jennie W. Spooner wife of said Samuel B. Spooner in token of release of all rights and title of or to both dower and husband's rights in the granted premises have hereunto set our hands and seal this the twentieth day of May in the year of our Lord one thousand eight hundred and seventy five

Executed and delivered

in presence of

Channing W. Pierce to first five names

Henry S. Porter Seal
 Matilda G. Porter Seal
 S. E. Bridgeman Seal
 Harriett Bridgeman Seal
 H. A. Langley Seal
 Samuel B. Spooner Seal
 Jennie W. Spooner Seal
 James L. Whitney Seal

James A. L. Amosent
 Joseph M. Russ to of ms }
 Francis Wenshield to of 20

Commissioners of Mass } to the Superior
 County of Hampshire } 3rd May 22nd 1875

I Channing W. Pierce a notary Public duly qualified

to act in and for said County of Hampshire hereby certify that Henry S. Porter and Matilda G. Porter his wife Henry A. Langley and Ediza S. Langley his wife and S. O. Bridgeman and Harriett Bridgeman his wife whose names are signed to the foregoing conveyance and who are known to me acknowledge before me this day that being informed of the contents of the conveyance they execute the same voluntarily
 Given under my hand and seal this 22nd day of A. D. 1875
 Channing W. Pierce Notary Public

Commonwealth of Massachusetts } ss
 County of Hampden }
 I William S. Green a Notary Public duly qualified to act in and for said County of Hampden hereby certify that Samuel B. Spooner and Jennie W. Spooner his wife whose names are signed to the foregoing conveyance and who are known to me acknowledge before me on this day that being informed of the contents of the conveyance they executed the same voluntarily
 Given under my hand and seal this 25th day of May A. D. 1875
 W. S. Green Notary Public

Notary Public

Commonwealth of Massachusetts } ss
 County of Suffolk }
 I Francis Henshould a Notary Public duly qualified to act in and for said County of Suffolk hereby certify that James L. Whitney of Orford County of Middlesex whose name is signed to the foregoing conveyance and who is known to me acknowledge before me this day that being informed of the contents of the conveyance he acknowledged the same to his free act and deed
 Given under my hand and seal this 27th day of May A. D. 1875
 Francis Henshould Notary Public

Notary Public