Bain Saml. C.
To
Nathaniel Hawkins

The State of Alabama
Shelby County

This Indenture, made and entered into this the 14th day of February 1876 between Samuel C. Bain of the state and county aforesaid of the first part, and Nathaniel Hawkins of the second part, Witnesseth: That whereas the said party of the first part is justly indebted to the said Nathaniel Hawkins in the sum of three hundred and sixty Dollars by ~~three~~ promissory notes, dated the 25th day of August 1875 one for one hundred dollars due the 1st day of January 1876 one for one hundred and thirty dollars due the 1st day of January 1877, with interest from date, one other due the 1st of January 1878 for one hundred and thirty dollars with interest from date. Now the said party of the first part being desirous to secure the prompt payment of the above named notes as they fall due; has this day sold, and doth by these presents sell and convey unto the said Nathaniel Hawkins his heirs and assigns forever the following described tract of parcel of land to wit; all that part of the NE 1/4 of the SE 1/4, and the SW 1/4 of the SE 1/4 of Section 23 township 19, Range 3 West which lies north of the Cahaba River, To have and to hold the same unto the said Nathaniel Hawkins his heirs & assigns forever, in trust however on the following terms and conditions, If the said party of the first part shall well and truly pay off the above described notes as they fall due together with the interest that may have accrued and the cost of this deed, then this instrument shall be void, otherwise remain in full force and effect, But if the said party of the first part fail to pay off any one of the above described notes, then the said Nathaniel Hawkins is hereby authorized and empowered to take possession of said land and after giving thirty days notice by written notices posted at three public places in said county of the time and place of said sale, proceed to sell the same for cash at public auction at the residence of G. W. Smith in said county and apply the proceeds of said sale to the payment of said notes then due and the costs of this

deed and foreclosing ofed should there remain any notes not due, pay the overpluss if any on the remaining notes, or if no outstanding note pay it over to the said party of the first part his heirs or assigns. In testimony whereof we have hereunto set our hands and seals this the 28 day of February 1876.

S. C. Bain

The State of Alabama }
Shelby County } I, H. H. Bailey an acting Justice of the Peace in and for said county hereby certify Samuel C. Bain 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,

Given under my hand this the 28th day of February 1876.

H. H. Bailey J.P.

Filed for Record April 21st 1876 & Recorded the same day. J. T. Lupin, Judge of Probate.