

Smith G. W.  
Hawkins  
Nathaniel

The State Alabama }  
Shelby County }

This Indenture, made and entered into this the 14<sup>th</sup> day of February 1876

This mortgage was given to the party named in full of the debt secured thereby on the 17<sup>th</sup> day of Dec 1873. R. H. & J. E. Hawkins Executors of Nathaniel Hawkins per R. H. & J. E. Hawkins

between George W. Smith and his wife Mary Smith of the state and county aforesaid of the first part and Samuel Hawkins of Jefferson County Alabama of the second part, witnesses: That whereas the said parties of the first part are justly indebted to the said party Nathaniel Hawkins in the sum of five hundred dollars by four promissory notes dated the 25<sup>th</sup> day of August 1875, the first for fifty dollars due and payable the first day of January 1876, one of same date for one hundred and fifty dollars due and payable the first day of January 1877, one for one hundred and fifty dollars due and payable the first day of January 1878, and one for one hundred and fifty dollars due and payable the first day of January 1879, the last three notes bearing interest from date, Now the said parties being desirous to secure the prompt payment of the above described notes as they fall due, in consideration whereof and the sum of one dollar to us in hand paid, the receipt whereof is hereby acknowledged, we have this day sold, and by these presents, sell and convey unto the said Nathaniel Hawkins his heirs and assigns forever the following described tract of land lying on the Cahaba River in Shelby County Alabama, to wit: that part of the NW 1/4 of the SE 1/4 and that

part of the  $N\frac{1}{2}$  of the  $SW\frac{1}{4}$  of Section 24, Township 19, Range 3 West which lies North of the Cahaba River containing eighty acres more or less, To have and to hold the said land together with all the tenements and appurtenances thereto belonging forever, In trust however on the following terms and conditions, If the said parties of the first part shall well and truly pay off the above described notes together with the interest that may have accrued at the time they fall due, and the cost of this deed, and any cost that may accrue by its foreclosure then this obligation shall be void, But if the said parties fail to pay the above described notes at maturity, or any one of them, then in that event 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 in three different public places in said county of time and place of sale of said land, shall sell the same on the premises at the present residence of the said parties of the first part for cash and out of the proceeds of said sale shall pay off all the remaining notes due together with the interest thereon and all costs of this deed and its foreclosure and the balance if any pay over to the said parties of the first part. It is further agreed that the said Nathaniel Hawkins is hereby authorized to bid at said sale if he desire and also to make to the purchaser as perfect titles as we ourselves could do, and we do hereby waive all right and equity of redemption as provided under the statutes.

George W. Smith

The State of Alabama

Shelby County } J. H. H. Bailey, a Justice  
of the Peace in and for said county do hereby certify that on the 28<sup>th</sup> day of February 1876 came before me the within named Mary Smith known to me to be the wife of the within named George W. Smith who being by me examined separate and apart from her husband and touching her signature to the within conveyance, acknowledged that she signed the same of her own free will and accord and without fear, constraint or persuasion of her husband, In testimony whereof I have hereunto set my hand this 28<sup>th</sup> day of February 1876,

Mary Smith (L.S.)

H. H. Bailey, J. P.

The State of Alabama

Shelby County } J. H. H. Bailey, a Justice of

The Peace in and for said County hereby certify  
that G. W. Smith 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. Given under my hand this  
the 28<sup>th</sup> day of February 1876. H. H. Bailey J. P.  
Filed for Record April 21<sup>st</sup> 1876 and Recorded the same day.  
James T. Lempfer, Judge of Probate