

Leacy & wife
To
A. M. Elliott

The State of Alabama - Shelby County -
 This Indenture, made and entered into this 22^d day of
 May 1876, between William T. Leacy & Margaret P.
 Leacy who joins in this mortgage ~~test~~ for the purpose of con-
 veying her dower interest in the lands herein described, debtor
 of the first part, and Amos M. Elliott creditor of the 2^d part
 witnesseth: That whereas the said party of the first part
 is justly indebted to the party of the 2^d part in the sum
 of one hundred & seventeen dollars, due by prom-
 issory note bearing even date hereof and payable on
 or before the 15th day of Nov 1876; and the said party of
 the 1st 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
 to the said party of the 1st part, in hand paid by
 the said party of the 2^d part, receipt whereof is
 hereby acknowledged, the said party of the 1st part
 has sold, and hereby sells and conveys to the
 said party of the 2^d part, the following described
 property, to wit:

$\frac{1}{2}$ of $8\frac{1}{4}$ Section Thirty-four Township twenty,
 Range 3 West & a part of $8\frac{1}{4}$ of Section 3 Township
 20 Range 3 West & a part of $8\frac{1}{4}$ Section 4 Township
 21 Range 3 West - to have and to hold, in trust, as
 follows: It is hereby agreed that the said party
 of the 1st part is to have and retain possession of the
 said property until the 15th day of November 1876; and
 if the said party of the 1st part shall fully pay
 to the said party of the 2^d part, said debt and
 interest thereon, and reasonable expenses hereof
 by said 15th day of November, 1876; then this in-
 denture is to be null and void. But upon default
 of such payment the said party of the 2^d part is
 hereby authorized to take into possession and sell
 said property to 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 the county, or by posting at
 three public places, and out of the proceeds of
 said sale retain the sum of one hundred &
 seventeen dollars and interest thereon, and
 the reasonable costs hereof, and the balance of
 any, pay to the said party of the first part.

Signed sealed and delivered by W. T. Leacy Esq.
 this day of 1876 W. T. Leacy Esq.
 in presence of

The State of Alabama 2^d Paul H. Sabros an
 Shelby County Notary Justice of the Peace
 in and for said County, hereby certify that
 William T. Leacy whose names are signed to
 the foregoing and who are known to me, ack-
 nowledged before me on this day, that being
 informed of the contents of the conveyance, they

executed the same voluntarily, on the day the
same bears date, and further certify that
Margarett F. Leacy who is the wife of the said W.
F. Leacy and known to me to be this wife appear
and before me on this day, and being by me
examined separate and apart from her hus-
band touching her signature to said conveyance
acknowledged before me that she signed the
same voluntarily of her own free will and ac-
cord, and without fear, constraint or persuad-
ing of her said husband -

In witness whereof, I herunto set my hand
this 28th day of June 1876 -

Paul H. Sabo

Justice of the Peace

Filed for Record July 5th 1876 Recorded July 8th 1876

J. T. Lepke, Judge of Probate