

Wagner May B.
husband Shelley Leaverty S.

To

Charles Boykin
(G)

This Indenture made and entered into this first day of February 1676 between Charles G. Wagner and Mary B. Wagner his wife, the said Mary B. being the debtor of the first part, and Thomas C. Boykin as Justice for his wife Arabella Boykin creditor of the second part witnesseth, That whereas the said party of the first part, is partly indebted to the party of the second part in the sum of seven hundred and seventy dollars due by two promissory notes made by said Mary B. Wagner to Arabella Boykin each of said notes being in the sum of three hundred and eighty five dollars, one due and payable in four months from date and the other in six months, both bearing interest from date, said notes being also signed by the said Charles G. Wagner as his wifes surety and given for balance due of the purchase money for certain lands conveyed to the said Mary B. Wagner this day by the said Arabella Boykin & her husband Thomas C. Boykin being the separate estate of the said Arabella to whom ^{said} notes are payable, and the said party of the first part being desirous to secure the payment of said indebtedness for and in consideration thereof and of the further consideration of the sum of one dollar to the said party of the first part, in hand paid by the said party of the second part receipt whereof is hereby duly acknowledged, the said party of the first part has sold and hereby sells and conveys to the said party of the second part, all that piece, parcel or portion of land situate lying and being in the State and county aforesaid and known and designated as follows to wit, the South half of section thirty five ($\frac{1}{2}$ of sec) ~~thirty five~~ 35) East half of South West quarter of section thirty four ($\frac{1}{2}$ of $\frac{1}{4}$ of sec 34) the North west quarter of the South west quarter of section thirty six ($\frac{1}{4}$ of $\frac{1}{4}$ of sec 36) all said lands lying in Township twenty (2) Range three (3) west - The South half of the South West quarter and South half of the South half of the South West quarter of section one, Township twenty one, Range three west ($\frac{1}{2}$ of $\frac{1}{4}$ of $\frac{1}{4}$ of sec 1) the said lands containing in all five hundred and sixty acres more or less also all that portion of the North East quarter of North East quarter of section two ($\frac{1}{4}$ of $\frac{1}{4}$ of sec 2) Township twenty one (2) Range

three (3) west, bounded as follows - on the north by the South East quarter of the South East quarter of section thirty five (35) Township twenty six (26) Range (3) west; on the South by a line beginning at the South and North Rail Road on line with south end of Gin House of J. G. Holt and running east until it intersects west line of South West quarter of South west quarter of section one (1) Township twenty one (21) Range three (3) west, on the East by the West^{Highway} of South west quarter of South west quarter of section one (1) Township twenty one (21) Range three (3) west and on the West by said South and North Rail Road containing eight acres more or less - also one set Bedrol machinery, consisting of one Hessey - one Jwinter, and one Auger, all said property being the separate property and estate of the said Mary B. Wagner, to have and to hold in trust as follows: It is hereby agreed that the said party of the first part is to have and retain possession of the said property until the first day of September 1876; and if the said party of the first part shall fully pay to the said party of the second part said debt and interest thereon, and reasonable expenses hereof by said first day of September 1876, then this indenture is to be null and void - But upon default of such payment the said party of the second 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 in three public places, and out of the bounds of said sale retain the sum of one hundred and seventy dollars and current interest, and the clearable costs hereof, and the balance of any, pay to the said party of the first part -

Signed, sealed and delivered by Charles G. Wagner
this first day of February 1876, Mary B. Wagner
in presence of:

The State of Alabama, I, Paul H. Babers Justice
Shelby County, S of the Peace for said
County, hereby certify that Charles G. Wagner
and Mary B. Wagner whose names are sign-
ed to the foregoing conveyance, and who
are known to me, acknowledged before

me on this day, that being informed of the contents
of the conveyance, they executed the same volun-
tarily, on the day the same bears date -
Witness my hand this 22nd day of February 1876 - Paul H. Tabors

Filed for Record July 17 1876 & Recorded the same day,

J. T. Luper,
Judge of Probate