Hill Jas B. & Wife To Wm G Parker

The State of Alabama — Shelby County

This indenture made and entered into this 7th day of February 1877 between James B. Hill and Hattie Hill his wife debtor of the first part and William G Parker Creditor of the 2d part Witnesseth: That whereas the said parties of the first part is justly indebted to the party of the 2d part in the sum of Two hundred and fifteen dollars due by promissory note bearing this date and payable on or before the 1st day of December 1877 and the said parties of the first 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 parties of the first part in hand paid by the said party of the 2d part receipt whereof is hereby acknowledged the said parties of the first part has sold and hereby sells and Conveys to the said party of the 2d part the following described property to wit the following described tract of land S W/4 of N E/4 and N W/4 of N E/4 Section 30 Township 19 Range 2 East. One two horse wagon. And One bay mare named Nelly and her increase and all the Crops of Corn and Cotton wheat and oats that said parties of the first part or either of them may raise the year 1877 and unless said debt is paid before the first of the year 1878 then all the Crops of every Kind that said parties of the first part or either of them may raise in the year 1878 To have and to hold in trust as follows: It is hereby agreed that the said parties of the first part is to have and retain possession of the said property until the 1st day of December 1877 and if the said parties of the 1st part shall fully pay to the said party of the 2d part said debt and interest thereon and reasonable expenses hereof by said 1st day of December 1877 then this indenture is to be null and void. But upon default of such payment the said party of the 2d part is hereby authorized to take into possession and sell said property to the highest bidder for cash, after giving ten days notice of the time and place of said sale by posting at three public places and out of the proceeds of said sale retain the sum of two hundred and fifteen dollars and interest thereon and the reasonable costs hereof and the balance if any pay to the said parties of the first part.

Signed sealed and delivered this 7 day of February 1877 in presence of T J Martin.

J. B. Hill (Seal)
Hatt Hill (Seal)

The State of Alabama
Shelby County } I T J Martin an acting Justice of the Peace for said County hereby Certify James B. Hill and Hatt Hill whose names are signed to the forgoing 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

The original mortgage of which this is a true & T. J. Martin record has been compared by me

Same voluntarily on the day the same bears date, And I further
Certify that on this day Mrs Hattie Hill known to me to be the
wife of said James B. Hill Came before me and who being
by me examined Seperate and apart from her husband
touching her signature to the within deed acknowledged
that she signed the same of her own free will and
accord and without fear Constraint or persuasion of
her husband – In Witness whereof I hereunto set my hand
This 7th day of February 1877.

T. J. Martin Justice of the Peace.

Filed for Record February 14th 1877 & Recorded March 19th 1877.

J. T. Leeper Judge of Probate.