Jinks J. M.
& wife
To
Malone & Foote

The State of Alabama
Shelby County

This Indenture made and entered into this 31st day of March 1877. between James M. Jinks and his wife A. N. Jinks debtors of the first part, and Messrs Malone & Foote creditors of the 2d part, witnesseth: That whereas the said party of the first part is justly indebted to the party of the 2d part in the sum of Two hundred and fifty

Received payment in full of this mortgage and the same is hereby satisfied, cancelled and discharged by the mortgagee, Jas McGinnis. Jany 5th 1889 from Jas McGinnis of balance of indebtedness. Pelan, Wilson & Morrow & Fort & Fort, Atys

Dollars, due by two promissory notes of this date, and one payable on or before the 1st day of December 1877, and one payable 1st day of December 1878, and the said party 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 party of the 1st part in hand paid by the said party of the 2d 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 2d part the following described property to wit: The SW¼ of NE¼ and NW¼ of SE¼ of section 7, Township 22 Range 3 West, and all the crop of cotton and corn growing, gathered or by said party of the 1st part, during the year 1877. also a yoke of oxen, one solid red, and one dark red brindle 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 1st day of December 1877; and if the said party of the 1st part shall fully pay said first note to the said party of the second part, with interest thereon and reasonable expenses hereby said 1st day of December 1877. and the said 2d note when it falls due 1st Dec 1878, then this indenture is to be null and void. But upon default of such payment or either of them when they fall due the said party of the second part is hereby authorized to take possession of said property and sell the same to the highest bidder, for cash, after giving thirty 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 fifty dollars or so much as may be due on said day of sale, and interest

thereon and reasonable costs hereof and the balance if any pay to the said party of the first part.

signed sealed and delivered this day of in presence of
French Nabors
Mrs Walker

James M. Jinks (Seal)
A. N. Jinks (Seal)

The State of Alabama } I French Nabors
Shelby County } N.P. and Ex Officio J.P. in and for said County, hereby certify that James M. Jinks and A.N. Jinks whose names are signed 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 voluntarily on the day the same bears date, I further certify that the said A.N. Jinks whose name is signed to the foregoing Conveyance and who is known to me to be the wife of the said James M. Jinks, came before me on this day and being ~~informed~~ examined separate and apart from her said husband, touching her signature to the within mortgage and acknowledged that she signed the same of her own free will and accord, and without fear constraints or persuasions or threats on the part of the husband. In witness whereof I set my hand this 20 day of April AD 1877.

French Nabors
Notary Public and
Ex Offo Justice of Peace

Filed for Record in Probate Office of Shelby County Ala April 23rd 1877. and Recorded July 7 1877.

James T. Leeper
Judge of Probate.