Stewart M.D.L. & Martha J Stewart. To Jennie L Dunkin

Satisfied on this day of J.E. Alexander m.d.

State of Alabama, Shelby County } This indenture made & entered into on this the 19th day of February A.D. 1878. by and between M.D.L. Stewart and Martha Jane Stewart, parties of the first part, and Jennie L Dunkin of the second part, witnesseth: That whereas the said Jennie L Dunkin & her husband Elias Dunkin have this day sold and conveyed to the said M.D.L Stewart the following described tract to wit: The North West quarter of Section 14 T 21 & R 1 E lying and being situated in Shelby County Alabama containing one hundred & sixty acres more or less. And whereas in consideration of said sale & conveyance, the said M.D.L Stewart has executed three several promissory notes to the said Jennie L Dunkin each note bearing even date herewith & being each for the sum of one hundred & sixty six dollars & sixty six & two thirds cents & bearing interest from the first day of November A.D. 1876 and maturing the first one on the 1st day of Nov A.D. 1879. the second on the 1st day of November 1880 - and the third on the 1st day of November 1881. Now therefore in consideration of the premises, the said M.D.L Stewart & Martha Jane Stewart being desirous of securing the payment of the said notes as they fall due, do hereby sell & convey unto the said Jennie L Dunkin the land herein before described; To have & to hold unto her & her heirs forever, provided nevertheless that if each & all of said notes be paid by the said M.D.L. Stewart as they each & all fall due, then this conveyance shall be null & void. But if default be made in the payment of either of said notes at date of maturity then the said Jennie L Dunkin or her agent may enter upon & take possession of said land or so much thereof as may be necessary, or if deemed best may without such entry & possession sell the said land or so much thereof as may be necessary, first giving thirty days notice thereof by posting written notices of time, place & terms of sale & said notice having been given as herein required, the said Jennie L Dunkin or her agent shall proceed to sell

the same for cash, to the highest bidder upon the premises, and shall thereupon make conveyance to the purchaser, and such sale may be repeated as often as may be necessary. And if there shall be a balance upon any sale of said land, it may be retained by the said Jennie L Dunkin, by her to be applied upon any of the notes which remain unpaid whether the same be due or not. But if all of said notes be paid or if more be realized by the sale than is necessary for the payment of said notes, then the balance after deducting expenses of sale & conveyance to the purchaser, shall be paid to the said M D L Stewart or his legal representatives.
In witness whereof the said M.D. L Stewart & Martha Jane Stewart have set their names & affixed their seal, the day & date above written.

Signed sealed & delivered in presence of } M. D. L. Stewart (L S)
Martha J Stewart (L S)

State of Alabama } I. David Edwards a Justice of the
Shelby County } Peace in & for said State & county,
do hereby certify that M.D.L. Stewart 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 said conveyance he executed the same voluntarily on the day the same bears date. Given under my hand this the 25 day of February A.D. 1878. And I the aforesaid Justice of the Peace do further certify that on the 25 day of February A.D. 1878 came before me the within named Martha Jane Stewart known to me to be the wife of the within named M D.L. Stewart who being examined separate & apart from her husband, touching her signature to the within conveyance, acknowledged that she signed the same of her own free will and accord & without fear, constraint or threats of her said husband. In witness whereof I hereunto set my hand this 25 day of Feby A.D. 1878

David Edwards
Justice of the Peace

Filed for Record February 27 1878. and Recorded same day

J T Leper
Judge of Probate