Hood Robt & wife To George W. Ash

The State of Alabama } Know all men by these pres=
Shelby County } ents that whereas we the un=
dersigned Robert Hood and Martha Hood are justly indebted to George W Ash of St Clair County in said State in the sum of Three hundred & Seven & 14/100 Dollars which is evidenced by our promissory note bearing even date with this instrument and payable to said George W Ash or order on or by the 25th day of Dec 1878 for said sum of money, and whereas we the said Robert Hood and Martha Hood being willing to secure the said George W Ash or order in the sure and certain payment of said promissory note at or before the maturity thereof. Now in consideration of the premises and the further consideration of the sum of one dollar to us in hand paid the receipt whereof is hereby acknowledged, do grant, bargain, sell infeoff and convey, and by these presents have given, granted bargained, sold infeoffed and conveyed to the said George W Ash the following described tract, piece, or parcel of land lying and being situated in the County of Shelby and State of Alabama, to wit: The NE 1/4 of SW 1/4 & NW 1/4 of SE 1/4 containing 80 acres Sec 21 Township 18 Range 1 East, also one two horse wagon and one yoke of Oxen about 6 years old, one yellow & white face, the other brown & white face, To have and to hold unto him, the said George W Ash and his heirs and assigns forever; But these presents are under the following express stipulations that is to say that if we pay said note for said sum of money in full together with the fees and charges of making and authenticating this instrument on or before the maturity of the same, then this deed of mortgage to be null and void and the title hereby conveyed shall reinvest in the said Robert Hood and Martha Hood; but if we fail to pay said note for said debt in part or in whole at the maturity of the same, then the said George W Ash his heirs, executors administrators and assigns are hereby authorized and empowered to seize and take possession of real property hereinbefore described or any of it, and shall after advertising the day, place, and terms of sale together with a description

of the said real property by posting written notices at the Court House door and three other public places in the County of Shelby aforesaid, sell the same to the highest bidder ~~for~~ at public outcry for cash on the premises and to execute such title to the purchaser to such of said property as may be sold as the law in such cases create, and out of the proceeds of said sale shall pay first the expenses of making and authenticating this deed and of advertising, selling and conveying; second the debt aforesaid with lawful interest that remains due to the said George Ash or his assigns and lastly if there should remain any of said proceeds, after paying as aforesaid, the same to be restored to the undersigned. - In witness of all which we hereto set our hands and affix our seals this the 17th day of April 1878. Robt his x mark Hood (L.S.)
Martha her x mark Hood (L.S.)

The State of Alabama } I, do hereby certify that
Shelby County } Robert Hood 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 conveyance, he executed the same voluntarily on the day the same bears date.
Given under my hand this 17th day of April 1878.
Laskin Vandiver
N P ex Off J P

The State of Alabama } I do hereby certify that on the
Shelby county } 17th day of April 1878, came before me the within named Martha Hood, known to me to be the wife of the within named Robert Hood, who being examined separate and apart from her husband, touching her signature to the within deed of Mortgage, acknowledged that she signed the same of her own free will and accord, and without fear constraint or threats on the part of her husband. In witness whereof I hereto set my hand this 17th day of April 1878 Lark Vandiver, N P ex Off J P.
Filed for Record May 3d 1878 and Recorded May 4th 1878.
J T Leeper Judge of Probate