Nivens Jesse
wife
To
Henry Milstead

The State of Alabama) This indenture made and entered into this
Shelby County) 4th day of February 1879 between Jesse Nivens and
Mary E Nivens wife of said Jesse Nivens who joins with him in this
conveyance of the first part and Henry Milstead creditor
of the 2nd part, witnesseth: That whereas the said party of the 1st
part is justly indebted to the party of the 2nd part in the sum of
Four hundred dollars, due by promissory note of this date, and
payable on or before the 25th day of December 1879; and the said
party of the 1st part being desirous to secure the payment of
said indebtedness: for and in consideration thereof, the said
party of the 1st part has sold, and hereby sells and conveys
to the said party of the 2nd part, the following described prop-
erty to wit: The W½ of NW¼ of Section 10 (All except 5 acres off here of one
set apart as dower to the widow of Abraham Fair) The E½ of NW¼
& NE¼ of SW¼ of Section 10 & W½ of NE¼ of Section 16 & NW¼ of NW¼
Section 15 & E½ of NE¼ Section 16 all in Township 21 Range one East,
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 25th day of December 1879 and if the said
party of the 1st part shall fully pay to the said party of the 2nd
part, said debt and interest thereon, and reasonable expenses
hereof by said 25th day of December 1879, then this indenture is to
be null and void. But upon default of such payment the said
party of the 2nd part is hereby authorized to take into pos-
session and sell said property to the highest bidder for cash
at such time and place as he may select after giving Twenty

For value received I assign this mortgage to Samuel & Nelson & authorize them to collect & receipt for the same & to release the same & to cancel all the powers therein conferred as fully as if I had done so in my name & stead this 2 day of July 1880.
W M Brillhart

Filed for record 2 day of July 1880.

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 at three public places, and out of the proceeds of said sale retain the sum of Four hundred dollars, and interest thereon, and the reasonable costs hereof, and the balance if any, pay to the said party of the 1st part. And it is agreed the party of the 2nd part may purchase at said sale; - In testimony whereof we hereunto set our hand and affix our seal, on this, the 4th day of February 1879 Jesse Nivens (L.S.)

Attest: M E Nivens (L.S.)

The State of Alabama) I James T Leeper Judge of Probate for said county
Shelby County) hereby certify that Jesse Nivens whose name is signed to the foregoing conveyance and who is known to me acknowledged before me on this that, that being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date. - Witness my hand this 4th day of February 1879.

James T Leeper Judge of Probate

The State of Alabama) I James T Leeper Judge of Probate for said County
Shelby County) hereby certify that on the 4th day of February 1879 came before me the within named Mary E Nivens known to me to be the wife of the within named Jesse Nivens 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 & accord, and without fear constraint or threats of her husband, - In witness whereof I hereunto set my hand this 4th day of February 1879. James T Leeper Judge of Probate

Filed for Record February 4th 1879 & Recorded February 25th 1879.

James T Leeper Judge of Probate