Lemard D.R. & wife To J W Acker

The State of Alabama } This indenture made and entered into this
Shelby County } 28th day of Feby 1879 between D. R. Leonard and Harriett Leonard debtors of the first part and James W Acker 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 One hundred and fifteen dollars due by promissory note, and payable on or before the 28th day of Feby 1880 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 property viz:- SE 1/4 of SE 1/4 Sec 15, SW 1/4 of SW 1/4 Section 14 NW 1/4 of NW 1/4 Section 23 Township 21 of Range 2 West, 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 28th day of Feby 1880, 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 28th day of Feby 1880 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 possession and sell said property to the highest bidder for cash, at such time and place as he may select, after giving — 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 One hundred dollars and interest thereon, and the reasonable costs hereof; and the

Montezuma Ala.
Sept 30th 1894.

Mr John. S. Lupes esqr.
Columbiana Ala.

Dear Sir

Please refer to pages 594-595 Book of mortgages, No 23, and satisfy a mortgage, made me, by F. R. Lomax.
Recorded on March 24th 1879.
The same has been paid.

Respectfully
B. W. Acker.

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
Signed, sealed and delivered this 28th day of February 1879
in presence of, D. R. Leonard (L.S.)
Harriett Leonard (L.S.)

The State of Alabama } I M. S. Wilson an acting Justice of the Peace
Shelby County } for said county hereby certify that D. R. Leonard 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.
Witness my hand this 28th day of Feby 1879 M. S. Wilson
Justice of the Peace

State of Alabama } I M. S. Wilson an acting Justice of the Peace
County } in and for said County do hereby certify that on the 28th day of February 1879 Harriett Leonard known to me is the wife of the within named D. R. Leonard who being examined seperate and part from the husband touching her signature to the within conveyance acknowledged ~~that~~ she signed the same of her own free will & accord & without fear constraint or threats on the part of the husband.
In witness whereof I have hereunto set my hand this 28th day of Feby 1879. M S Wilson
Justice of the Peace

Filed for Record March 4th 1879 & Recorded March 24th 1879
James T. Leeper Judge of Probate