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Rest & no. O. J. N. Smith C. C. Vandegrift Agreement.

The State of Alabama. } This agreement made and
County of Shelby. } entered into on this the
17th day of Feby. A.D. 1880 by and between J. N.
Smith & C. C. Vandegrift as the parties

of the first part, and John P. West as the party of the second part. Witnesseth ÷ That whereas the said party of the second part, has this day made and executed a mortgage to the said parties of the 1st. part upon Eight hundred and Eighty acres of land, being situate in the county of Shelby & known as the old William Pitts place, and the numbers mentioned in said mortgage are herein referred to as being the correct description of said land Said mortgage is executed expressing a consideration of three thousand dollars, and to be due January, 1st. 1881. and whereas said consideration being expressed at that sum because the understanding between the parties to said mortgage and hereto, is that the land therein described and conveyed is subject to and may be made subject to certain debts, liens, judgments and liabilities of the said party of the second part, the aggregate amount of which is not accurately known, Now in the event any amount is paid by the said parties of the first part in liquidation and discharge of said debts, liens judgments and liabilities, then whatever amount is so paid it is understood and agreed shall be secured by said mortgage. It is also further understood, that the following four hundred acres of land mentioned and described in said mortgage viz: NE¼ of section 4 T. 22. Range 3 W. & W½ of NE¼ of sec. 3 T. 22 Range 3 W. & SE¼ of SW¼ of Sec. 33, T. 2, R 3 W & S½ of SE¼ of Sec. 33, T. 2, R 3 W & SW¼ of SW¼ of Sec. 34 T. 2, R. 3 W has been absolutely sold by said party of the second part to the said parties of the first part for the sum of Two Thousand dollars. The amount of Six hundred and thirty six & 33/100 dollars to be in payment of a note due by said party of the 2nd part to the said J. N. Smith, and five

hundred dollars cash, and one hundred and fifty ~~00~~ 00/100 to C. C. Vandegrift in payment of Nash. Lewis & Co. judgment. and Seven hundred & thirteen & 00/100 Dollars to be paid 1st. Jany 1881 upon the decree in the Probate Court of Shelby County Alabama, against the said party of the second part. And in the event other money is paid by said parties in liquidation of any other of the above mentioned liabilities of said party of the 2nd. part by said parties of the first part, then whatsoever amount is so paid is to be above mentioned a lien upon the remaining four hundred & Eight acres, described in the mortgage. In witness whereof we hereunto set our hand and affix our seals, on the day and date above written.

Witness.

Henry Wilson — J. N. Smith. (Seal)
G. W. Rogan — C. C. Vandegrift. (Seal)
Jno. O. West. (Seal)

Filed Oct. 24th/1882, & recorded Jany 6th/1883.

James T. Leeper. Judge of Probate