Collins Wm. H. & Nancy Collins To Thos. B. Miller

The State of Alabama, Shelby County } This Indenture made and entered into this 10th day of October 1883, betwixt William H. Collins and Nancy Collins his wife parties of the first part, and Thomas B. Miller party of the second part, all of said county and State Witnesseth: that on the 27th day of Dec, 1879 E. J. Kendrick sold to Elijah Blackeby the following described land to wit: SE¼ of NW¼ and the South half of the NE¼ of NW¼ also his ans off of corner of the NE¼ of SW¼ off of the NW. corner of said ¼ all in section 22 T 18 R. 1 East containing Sixty his ans, for the sum of Two hundred and Sixty Dollars for which the said Elijah Blackeby executed his notes, one for One hundred Dollars due December 1st. 1881, and another for fifty Dollars due December 1st. 1882, which said notes were afterwards transferred to delivery by E. J. Kendrick to said Thomas B. Miller and whereas subsequently said William H. Collins with a full knowledge that said purchase money was unpaid and that there was a vendors lien therefor on said lands, became the purchaser of said land from said Elijah Blackeby and by said purchase undertook, agreed and assumed, to pay said notes for said purchase money to said Thomas B. Miller, and in pursuance of said agreement, has this day executed to said Thomas B. Miller his note for the sum of One Hundred and Eighty one 44/100 Dollars, bearing date October 8th 1883, and due October 1st. 1884. Now in consideration of the premises and to secure said Thomas B. Miller, the payment of said note, this day executed, the said parties of the first part have this day bargained and sold and do by these presents, grant bargain, sell and convey to said party of the second part, said land to wit: The SE¼ of NW¼ and the South ½ of NE¼ of NW¼ & 2 ans off of the corner of NE¼ of SW¼ all in Section 22 Township 18 R. 1 East, containing Sixty ans, Also NW¼ of NE¼ Section 22 Township 18 R one containing 40 acres. To have and to hold to the said party of the second part, and to his heirs and assigns forever. Instrument however, that if said William H. Collins shall

Satisfied Sept 4 1885 T. B. Miller

pay off said note at maturity thereof, then this conveyance, to be void, but should he fail to pay said indebtedness or any part thereof at maturity then said party of the second part is authorized and empowered to take possession of said land and after giving five days notice of the time & place of sale by posting notices at three public places in said County proceed to sell said land at Highland Shelby County at public outcry for cash and with the proceeds of said sale pay off and satisfy said debt interest and all cost of this mortgage and of said sale, and the residue if any pay to said William H. Collins, and it is agreed that said Thomas B. Mills may purchase at said sale as any other purchaser. Witness our hands and seals the day & year first above written W. H. Collins (Seal)
Nancy her + mark Collins (Seal)

State of Alabama, } D. Larkin Vandiver a Justice of
Shelby County } the Peace in and for said County
hereby certify that William H. Collins & Nancy Collins whose names are signed to the foregoing conveyance and who are known to me acknowledged before me on this day that being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date. And I further certify that Nancy Collins came before me and who is known to me to be the wife of the within named William H. Collins who being by me examined separate and apart from her husband touching her signature of the within conveyance acknowledged that she signed the same, of her own free will and accord & without fear constraint or threats on the part of her husband. In witness whereof I hereunto set my hand this 10 day of October 1883.
Larkin Vandiver J.P.

The State of Alabama } D. Larkin Vandiver a Justice
Shelby County } of the Peace, for said County
do hereby certify that on the the 10th day of October 1883 came before me the within named Nancy Collins known to me to be the wife of the within named William H. Collins, who being examined separate and a part from the husband touching her signature her signature

to the within conveyance, acknowledged that she signed the same of her own free will and accord and without fear, constraint or threats on the part of the husband. In witness whereof I hereunto set my hand this 10th day of October, 1883.

Larkin Vandiver J. P.

Filed Nov. 8' 1883 & recorded Nov. 12' 1883.

James T. Leefie Judge of Probate.