Chas Sparks & wife To C. J. Hazard

State of Alabama } This Indenture made and
Shelby County } entered into this seventeenth
(17th) day of May A. D. 1889 between Charles
Sparks and his wife M. A. Sparks debtors
of the first part and C. J. Hazard creditor
of the second part, Witnesseth, That whereas
The said party of the first part is justly
indebted to the party of the second part in
the sum of Eight hundred (800) Dollars as
evidenced by two promissory notes of even
date with this instrument each for four

hundred dollars one due six months after date the other due twelve months after date with interest thereon and the said party of the first part being desirous to secure the payment of said indebtedness for and in consideration thereof the said party of the first (1st) part has sold and hereby sells and conveys to the said party of the second part the following described lands lying in said Shelby County Alabama, to wit: one undivided third of the East half of the North East quarter (E½ of NE¼) and one undivided third of Twenty (20) acres on the East side of the West half of said North East quarter (W½ of NE¼) all in Section Twelve (12) Township Twenty Two (22) of Range (1) one West, The above mentioned twenty acres is a strip or tract of land of equal width the Western boundary thereof is a line drawn from the north to the South boundary lines and parallel with the East boundary line of said West half (W½) of said N East quarter (NE¼). To have and to hold to the said C. J. Hazard his heirs and assigns forever. Upon condition however that if the above described notes and interest thereon are paid by the seventeenth day of May A.D. 1890 when the last of said notes become due then this conveyance is to be void but if said notes and interest thereon are not paid in full on the 17th day of May 1890 then the said C. J. Hazard is hereby authorized to take possession of said land above described and after giving thirty (30) days notice of the time and place of sale in some newspaper published in said Shelby County Alabama to sell said lands to the highest bidder for cash at the Court House door of said County and to execute titles to the purchaser and devote the proceeds of said sale to the payment, first, of the expense of advertising, selling and conveying: secondly of the amount with interest that may be due on said notes and lastly if there be any surplus of said proceeds the same to be paid to the undersigned. It is understood and agreed that C. J. Hazard may purchase said land if sold under this mortgage - Witness our hands

In reply, to yours

Geo R M Cobb
Judge of Probate

Dear Governor

The mortgage recorded in your office of Charles Sparks and wife to me has been satisfied; can you do much it in the Record if you cant I will do so when I go to Columbiana

Yours Truly

C C Hazen

and seals this 17th day of May A. D. 1889.

Charles Sparks (L. S.)

M. A. Sparks (L. S.)

The State of Alabama } I, Wm R. A. Milner Clerk
Shelby County } of the Circuit Court for said County hereby certify that Charles Sparks 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 the 17th day of May 1889.

Wm R. A. Milner Clerk
Circuit Court.

The State of Alabama } I, Wm R. A. Milner Clerk
Shelby County } of the Circuit Court for said County do hereby certify that on the 17th day of May 1889 came before me the within named M. A. Sparks made known to me to be the wife of the within named Charles Sparks who being by me examined separate and apart from her husband touching the 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 her husband.
In witness whereof I hereunto set my hand this the 17th day of May 1889.

Wm R. A. Milner
Clerk Circuit Court.

Filed for record Sept. 18th 1889 and recorded.

R W Cobb Judge of Probate