

of Alabama, and known as the North West Quarter of Section Twenty Four, in Township Four, of Range Two West, containing One Hundred and fifty nine 17/100 acres; The North West Quarter of Section Twenty Five, in Township Four, of Range Two West containing One Hundred and fifty nine 10/100 acres; The South West Quarter of Section Twenty Four, in Township Four, of Range Two West, containing One Hundred and fifty nine 17/100 acres; The South East Quarter of Section Twenty Four, in Township Four, of Range Two West, containing One Hundred and fifty nine 17/100 acres; The North East Quarter of Section Twenty Six, in Township Four, of Range Two West, containing One Hundred and Sixty One 49/100 acres; The S. E. 1/4 of Section 23, in Township Four, Range Two East, containing 161 67/100 acres; The South part of the North East Quarter of Section Twenty Three in Township Four, of Range Two West, and bounded as follows to wit: Beginning at the Quarter Section corner, on the Eastern boundary of the Section line, Thence West, forty chains, and seventy links to the centre of the section; Thence North twenty three chains, and twenty eight links to a stake; Thence East forty chains and fifty links to a stake in the section; Thence South on the section line twenty three chains and twenty eight links to the place of beginning; Ninety four and fifty hundredths of an acre being the quantity contained in said boundaries last described; Being all and the entire tract of land, heretofore conveyed by said Seth Terry, Commissioner, as aforesaid to the said Richard Lipscomb, bearing date, the 16th day of May, A. D. 1846, together with all and singular, the premises and appertinances thereunto belonging, or in any wise appertaining:

TO HAVE AND TO HOLD, the before described and hereby granted land and premises, unto the said Seth Terry, as Commissioner, as aforesaid, and to his successors in Office, and to their assigns forever, for the use aforesaid, provided always and these presents are upon the express condition, that if the said of the first part, shall pay to the said party of the second part, or his successor, or assigns, the said sum of Eight thousand Dollars, in the payments, and at the times, and place, mentioned in the said before recited bond and condition thereto, together with the interest at the rate of seven per cent, per annum, payable annually, at the time and place mentioned in said Bond, and condition thereto, so that there shall be no default in the payment, either of the principle or interest mentioned in said condition of said Bond.

Then these presents shall cease, determine, and be null and void.

GIVEN UNDER OUR HANDS AND SEALS, the day and year first hereinbefore written.

MAD. Co. AL
Deed Book W
page 52-3 (1846)

Richard Lipscomb. (Seal)
Sarah Lipscomb. (Seal)

THE STATE OF ALABAMA,

MADISON COUNTY, S.S. PERSONALLY APPEARED BEFORE ME, Elijah Hansbrough, an acting

Justice of the Peace, for said County of Madison, and State of Alabama, Richard Lipscomb, and Sarah Lipscomb, his wife. And the said Richard Lipscomb acknowledged that he signed, sealed and delivered the foregoing Deed of Mortgage, to the said Seth Terry, Commissioner, & C., on the day of the thereof for the purposes therein contained. And the said Sarah Lipscomb, being by me examined, separate and apart from her said husband, acknowledged that she signed, sealed and delivered the same, on the day of the date thereof, to the said Seth Terry, Commr., & C. for the purposes therein contained, freely, and voluntarily, without any fear, threats or compulsion of her said husband.

Given under my hand and seal, this 6th day of June A. D. 1846.

Elijah Hansbrough, J. P.
Justice of the Peace. (Seal)

The foregoing Deed of Mortgage was delivered into the Office of the Clerk of the County Court, of Madison County in the State of Alabama, for registration on the eleventh day of August, Eighteen Hundred and forty six, and was duly registered on the said Eleventh day of August, 1846, in Deed Book. W. pages 52 and 53.

John W. Otey, Clk., C.C.