

Elisha Gilbreath	Mortgage
To	For
Elias Montgomery	Real Estate

That the Indenture made the 26th day of January Eighteen Hundred and fifty three (1853) between Elias Montgomery on the one part and Elisha Gilbreath on the other part containing that the said Elisha Gilbreath stands indebted to the said Elias Montgomery in the sum of seven hundred (700) dollars in a note dated this day and payable on day after date said note being under seal.

Now this Indenture witnesseth that the said Elisha Gilbreath for and in consideration of the said sum a debt of said sum owing by the note aforesaid and bearing date as aforesaid to the said Elias Montgomery according to the tenor and effect of the note aforesaid and also in consideration of the sum of one dollar to the said Elisha Gilbreath by the said Elias Montgomery in hand let and before the sealing and signing of these presents, He bargain, sell, grant and alien and confirm unto the said Elias Montgomery his heirs and assigns forever a certain tract or parcel of Land situated in Greenfield District in the waters of Windy River on the West and East side of said River being part of the late estate of the late Elisha Gilbreath Esq. dead and adjoining lands of Messrs. Hugh Stokes, Hardy W. Bee and the late Mr. Jacob Wilder and other bounded as follows beginning on a Post Oak bush on Messrs. Green's line the said bush being also the corner of Mr. Jacob Wilder's line and running Thence S 25 E 1/4 Chain to a Stake Thence S 63 W 33 S 1/4 Chain to B. C. Thence N 23 W 1/4 to a Stake Thence N 34 W 1/4 to a Stake Thence N 36 W 1/4 to near Thence North 66 2/3 W 1/4 to Stake Thence S 39 E 1/4 to B. C. Thence N 56 E 1/4 beginning being 33 chains.

Together with all and singular the rights members and appurtenances to the said premises belonging or in anywise incident or appertaining.

To Have and to hold the same unto the said Elias Montgomery his Executors and Assigns forever.

Provided always and it is the intent and meaning of the parties to these presents that the said Elisha Gilbreath his Executors Administrators or Assigns shall well and truly pay a cause to be made out by the said Elias Montgomery his Executors or Administrators against the said sum of seven hundred (700) dollars as shown by the note aforesaid in accordance with the true intent and meaning thereof, that the said parties to these presents shall be utterly void anything herein contained to the contrary they in anywise notwithstanding And it is covenanted and agreed upon between the parties to these presents that until default shall be made in the payment of the aforesaid sum as before set forth the said Elisha Gilbreath peacefully and quietly shall use possess occupy and enjoy all and singular the premises above written and likewise and every part thereof with the appurtenances and to take the rents and profits thereof to his own use and behoof any thing herein contained to the contrary notwithstanding.

In Witness whereof the said parties have hereunto set their hands and seals the day of the month and year above written, Signed sealed & delivered Elisha Gilbreath Esq. Elias Montgomery Esq. Witness of Elijah Peck W. B. Crook