

Acton
 To
 Acton

The State of Alabama } This indenture made & entered
 Shelby County } into this the 5th day of March
 1858 between Emerson Acton of the 1st part and
 Saml Acton of the 2nd part both of the County and
 State aforesaid witnesseth that whereas the said
 S Acton is bound in a note as security for
 the said E Acton for the amount of four thousand
 & thirty two dollars due Feb^y the 1st 1858 to
 Richard Tankisth. The said E Acton is willing
 and desirous to secure the said S Acton by giving
 him a mortgage on the following lands and property
 To wit two yoke of oxen one yoke six year
 old the other four one road waggon one bay colt
 2 years old one bay colt 1 year old one horse
 colt 1 year old his growing crop and the west
 1/2 of the N E 1/4 Sec 22 T 19 R 2 W 20 acres of
 the N E 1/4 of the N E 1/4 Sec 2 T 19 R 2 W now of
 the said E Acton fails to pay the above named
 debt by the first of December then the said S Acton
 shall expose to sell the above described property
 and land by giving a reasonable notice all of
 the land and property being in the State & County
 above written and should there be any one
 paying the above debt the said S Acton will
 pay over to the said E Acton in testimony
 whereof I have hereunto set my hand & seal this
 the day and date above written.

Emerson Acton

The State of Alabama } David Overton and
 Shelby County } Acting Justice of the Peace
 in and for said County hereby Certify that E. Acton
 whose name is signed to the foregoing mortgage who
 is known to me acknowledge before me on
 this day that being informed of the contents of
 the mortgage he executed the same voluntarily on
 the day the same bears date & in my hand
 March the 6th 1858 David Overton
 Just & Return Gillack 1858 Justice of the Peace
 I M M Clumatum