

The State of Alabama & This Indenture made and entered
 Shubly County & into the 11th day of September 1838.
 between Benjamin F. Atkinson of the first part
 and George S. Maldon & Andrew W. Bowie partners
 in the practice of the law of the second part Menuephs
 that whereas the said B. F. Atkinson is lawfully indebted
 to the said Maldon & Bowie in the sum of (one)
 Hundred dollars due by promissory note made
 by him on May 10th 1838 and payable six months
 after date and whereas also the said Atkinson is
 lawfully indebted to J. M. Lannan in the sum of
 forty six & 13¹⁰⁰ Dollars due by promissory note
 made by him on the 11th day of September 1838 &
 payable on the 10th day of November 1838 and,
 unto R. H. Althright in the sum of eighty six & 20¹⁰⁰
 dollars due by promissory note made by him
 on the 11th day of September 1838 & payable on
 the 10th day of November 1838 And the said
 Atkinson being desirous of securing the payment

of said several sums of money to the said
 several payees then and at maturity in Considera-
 -ion thereof the further Consideration of one
 dollar paid to the said Atkinson by the said
 Maldin & Bovee before the delivery of these presents
 The said party of the first part has this day
 regained & sold by these presents does regain
 and sell alien & Convey to the said Maldin &
 Bovee the following described tract or parcel
 of land to wit the South East fourth of the South
 East fourth & the North East fourth of the South
 fourth of Section Twenty three and North West
 fourth of the South West fourth of Section Twenty
 four all in Township Twenty three of Range
 Fifteen East in said County of Shelby & have and
 to hold unto the said Maldin and Bovee their
 heirs executors and administrators upon the
 trust and Condition however that of the said
 Benjamin H. Atkinson shall well and truly
 pay to the said Maldin & Bovee and the said
 Gill Lanning and the said R. H. Albright the said
 several debts above described at maturity then
 this obligation ~~shall~~ conveyance shall be void
 but if at maturity the said several debts or
 any one or more of them or any part thereof
 shall remain unpaid then the said Maldin &
 Bovee are authorized having first advertised
 the time and place for forty days to sell all
 of said above described Land at the Court House
 of said County at public outcry the highest
 bidder for Cash and out of the proceeds to pay
 first the expenses of this deed & of such sale &
 out of the balance pay said debts with interest
 thereon to the several parties as their assigns
 entitled thereto & the said Maldin & Bovee are
 hereby empowered to execute a good & simple
 title to said Land & premises

It is further understood however between the parties
 of this deed that the Land herein described are
 now subject to a Mortgage deed heretofore made
 about the day of March 1838 made by the
 said Atkinson to Kyrwin & Crovin & Adin and
 Palerson of Talladega County to secure the payment
 of the sum of Two hundred and Seventy
 Dollars due 20th day of December 1838 which
 said is on record in the proper Office of
 said Shelby County in Manuscript of the

Said B. F. Atkinson has hereto set his hand
and seal This 11th day of September 1858 -
B. F. Atkinson (Seal)

The State of Alabama

Shelby County J. N. B. Morris, an acting
Justice of the peace in and for said County
do hereby Certify that B. F. Atkinson whose
name is signed to the foregoing Conveyance and
who is known to me acknowledged before me
on this day after being informed of the contents
of the Conveyance that he executed the same
voluntarily on the day the same bears date

Witness my hand and seal this 13th day
of September 1858 J. N. B. Morris

Justice of the Peace
Filed this 13th day of September 1858 and recorded
the same day J. H. McClunahan J. of C. P.