State of Alabama }
Shelby County } This Indenture made and entered into this the 16th day of July in the year of Our Lord One thousand eight hundred & Sixty by and between Matthew Patton of the first part. Stephen E Wicks Trustee of the Second part. H. Hickman & Eubank and James A Mudd of the third part all of the Counties of Shelby & Jefferson in said State of Alabama

Witnesseth; That whereas the said party of the first part is justly indebted to the said Hickman & Eubank in a promissory note for the sum of One hundred dollars dated July 16th 1860. And due. On the 1st day of Jany next (1861) And that the said party of the first part is also indebted to the said James A Mudd in a promissory note for the sum of two hundred And eight dollars And the said party of the first part being willing and desirous to secure the prompt payment of said Notes at maturity, Now for and in Consideration of the premises and for the further Consideration of the sum of One dollar to him in hand paid by the said S E Wilks Trustee as aforesaid. has for that purpose. given granted bargained sold and Conveyed; and do by these presents give grant bargain Sell and Convey unto the said S E Wilks Trustee. the following described land to wit East 1/2 of the S W 1/4 of Section 12. Township 19 of Range 3 West. Containing 79 Acres and Fifty Seven hundredths all lying and being in the County of Shelby in said State of Ala. To have and to hold unto the said S H. E Wilks and to his heirs and assigns forever. Subject to the following Conditions to wit, If said Matthew Pallen the said party of the first part, shall well and truly pay off each of said above described notes at maturity. then the above Obligation to be void and of no Effect. But if the said party of the first part should fail in the payment of said notes when the same shall become due, then it will be the duty of the said Trustee. So soon thereafter as he may be called upon by the said party of the third part to proceed and sell said above described land for Cash. in front of the Court House door. in the Town of Elyton. Jefferson County Ala After having given thirty days notice of the time and place of said sale. by written Advertisements put up at the Court House door. in said Town of Elyton & two or more public places in the County of Shelby. in said State of Alabama. It is understood and agreed to. between the parties to these presents that the said Trustee shall first apply the proceeds of said sale to the payment of the note in favor of Hickman & Eubank & and then to the payment of the note in favor of of the said James A Mudd. together with the Expenses of this deed. And the ballance if any pay over to the said party of the first part. In testimony whereof we

have hereunto set our hands & affixed our Seals the day and year first above written

Matthew + his Patton Seal
S. E. Wicks Seal
Hickman Embert Seal
James A. Mudd Seal

State of Alabama }
Shelby County } I Moses Kelley Judge of the Court of Probate in and for said County and State. hereby Certify that Matthew Patton, S. E. Wicks, Hickman Embert & and James A. Mudd, whose names are signed to the foregoing Conveyance, and who are known to me; Acknowledged before me on this day that being informed of the Contents of the Conveyance they Executed the same Voluntarily on the day the same bears date. Given under my hand, this 16th day of July A D 1860. Moses Kelley
Judge Probate

Filed for Record 30th July. 1860 }
Recorded 31st of same month } J. M. McClendon
Judge Probate