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The State of Alabama } This Indenture Made
Shelby County } and Entered into this 25
day of May 1870 between Scott Horton & Chaney Horton
his wife duttors of the first part. and A. A. Shull
Creditor of the 2nd part. Witnesseth; That whereas the
said party of the first part is justly indebted to
the party of the 2nd part in the Sum of Fifty dollars
by Account for Credit given & Good Customs thereof
in Store of H. C. Abbott & Co and payable on or before the
15th day of Nov ember 1870 and the said party of 1st
part desiring Access to Secure the payment of said
indebtedness for and in Consideration thereof,
of, and for the further Consideration of the Sum
of One Dollar, to the said party of the 1st part. in
hand paid by the said party of the 2nd part. receipt
whereof is hereby Acknowledged, the said party of the
1st part have Sold, and hereby Sells & Conveys to the
said party of the 2nd part, the following described
property Towit: One Lonsdale Corse Cook 11 yards old

This mortgage is subject to a mortgage for $2500.00 to J. O. Lupton

1 Cow & Calf one dark Red heifer about 3 years Red Steer about 4 years old 2 Summer yearlings, about 1 year old Each fifteen head of Hogs, Sow & Shoats and all of My present growing Crop of Corn & Cotton to be grown Raised & gathered the present year on lands rented by said Sterritt of McClenahan Estate, Said Crop first however subject to payment the rent to have and to hold in Trust as follows It is hereby agreed that the said party of the 1st part is to have and retain possession of the said property until the first day of of December 1878 and if the said party of the 1st part shall fully pay to the said party of the 2nd part said debt with interest thereon and a debt of about $300 he now owes Scott & Alleon and reasonable Expenses thereof. by said first day of December 1878 then this indenture is to be Void & of no effect, But upon default of such payment the said party of the Second part is hereby authorized to take into possession said said property to the highest bidder. for cash after giving Ten days notice of the time and place of said Sale by posting at three public places and out of the proceeds of said Sale retain the Sum of Sixty dollars & interest thereon and reasonable Costs thereof, and the balance if any pay to the said party of the first part.

Signed Sealed & delivered this 2 Day of May in presence of J. T. Lupton
R. W. Cobb

Scott [illegible] Horton [Seal]
Chauncey [illegible] Horton [Seal]
Revenue Stamps fifty Cents

The State of Alabama
Shelby County } I James T. Lupton Judge of Probate in & for Said County, hereby Certify that Scott Horton & Chauncey Horton husband & wife 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.

Witness my hand this 2d day of May 1878
J. T. Lupton Judge of Probate

Filed for Record May 20th 1878 & Recorded May 21st 1878
J. O. Lupton Judge of Probate