

Shelby Lumber Company
To
Timothy Walton

The State of Alabama }
Shelby County, } Know all Men by these
presents that whereas the Shelby Lumber Company a
Corporate body duly Chartered by an Act of the Legislature
of the State of Alabama and carrying on its business
in the County of Shelby in the State aforesaid is
justly indebted to Timothy Walton in the sum of
five thousand five hundred and twenty five
dollars due by a certain promissory note made
and Executed by said Shelby Lumber Company and
by Richard H. Adams and others bearing even
date with these presents and payable to said
Timothy Walton on the twentieth day of February
in the year eighteen hundred and seventy one.
Now therefore the said Shelby Lumber Company for
and in consideration of the premises and for the
purpose of securing the payment of the said
sum of money (by John W. Bakley the President thereof
who is here fully authorized) hereby Grant bargain
sell convey transfer and assigns to the said

Timothy Walton the one undivided half of all the real and personal property Capital stock and franchises rights and interests of said Company which said real Estate consists of about forty one hundred acres of land situated in the County of Howard at and about the junction of the North and South Rail Road with the Selma Howard Rail Road. To have and to hold the foregoing property together with all and singular the rights liberties and privileges thereto belonging or appertaining unto him the said Timothy Walton and his heirs Executors and Administrators.

Upon Condition however that if the said Shelby Line Company shall pay said sum of money to the said Timothy Walton on or before the day when the same shall become due and payable according to the tenor and effect of the said promissory note then and in such case these presents shall be null and void, but in the event said note or any part thereof shall be paid as aforesaid when the same becomes due the said Timothy Walton shall be and he is hereby authorized and empowered to sell at public auction in the City of Selma or this State for cash upon giving thirty days previous notice in some newspaper published in said City of the time and place of said sale so much of said property as may be necessary and out of the proceeds thereof shall pay and satisfy said debt and all interest which may accrue thereon and all attorneys fees and expenses which may be properly and reasonably incurred in the executing of this Mortgage and the collection of said sum of money and upon the making of said sale or sales the said Timothy Walton is hereby authorized to execute good and sufficient titles to the purchaser or purchasers of the property.

In Witness whereof the said Shelby Line Company by John W. DePree its President and its Officer the name and seal of said Company, there being no common or corporate seal. And in testimony of their satisfaction and approval hereof the Stockholders of the said Shelby Line Company have set their hands and seals respectively this the 19th day of February in the year 1870.

witnesses

Shelby Lumber Company *(initialed)*
 By John W. Lapsley, President *(initialed)*
 J. W. Lapsley *(initialed)*
 R. H. Adams *(initialed)*
 A. V. Gardner *(initialed)*
 Jas. K. Kinn *(initialed)*

The State of Alabama

Dale County

Before me Albert G. Mabry
 a Justice of the Peace in and for said County per-
 sonally came the Shelby Lumber Company by John
 W. Lapsley its President also John W. Lapsley and James
 R. H. Adams and A. V. Gardner who are personally
 known to me and who severally acknowledged
 before me that being informed of the contents of
 the foregoing Conveyance they voluntarily
 executed the same in the day of its date.
 Given under my hand this the 12 day of
 April A.D. 1870.

A. G. Mabry Jr. J. P.

Filed for Record & Recorded June 18th 1870.

James T. Lapsley Judge of
 Probate