

W. McPaul
To
Wm. Shepherd & Co

The State of Alabama Whereas the under-
County of Shelby 3 Signed Willis McPaul
of the County of Jefferson and State of Alabama
is justly indebted to William Shepherd & Co
of the City of Charleston State of South Carolina
in the sum of fifteen hundred Dollars for
Goods Ware & Merchandise sold by the
Said William Shepherd & Co to the said Paul
and to be shipped to said Paul between
this date and the 1st day of September, 1871
according to the order of the said Paul
for the payment of which said sum of
Money said Paul has this day executed
his promissory note payable to said William
Shepherd & Co on or before the 1st day of September
1871 and being anxious and desirous to
secure the said William Shepherd & Co in the
prompt payment of said promissory note have
bargained and sold and by these presents do
bargain sell and convey unto the said William
Shepherd & Co all my timber tools and machines
now on hand in my shop at Elyton Jefferson
County Alabama valued at three hundred and
fifty Dollars also all my stock of tin ware

The indebtedness of Willis H Paul to William Shephard of Columbiana is secured by this mortgage was upon a settlement between said parties on the 31st day of January 1871 reduced to one thousand and seventy one dollars and seventy cents for which amount a new note was on said day executed by said W H Paul as follows to wit: 1071.27. Elyton Alabama 31st January 1871. One day after date I promise to pay to Wm Shephard of Columbiana S C One thousand and seventy one dollars and 27 cents for value received. Witness my hand and seal this the day and year above written (Signed) W H Paul (Sd) Signed in presence of J B Webb R H L Wharton - For & the Cert of which said note this mortgage is still in full force and virtue. Post & Martin Attys for Wm Shephard & Co W H Paul.

Filed & Recorded April 24th 1871 J. J. Capen Judge of Probate.

And materials now on hand in my said Shop at Elyton valued at five hundred dollars also all my farmers tools and machines now on hand in my shop at Columbiana Shelby County and State of Alabama valued at three hundred dollars also all my stock of this wear and materials now on hand in my said Shop at Columbiana valued at five hundred dollars also one peddling wagon and harness valued at one hundred and fifty dollars to have and to hold the before mentioned property upon the following Conditions viz: If the said Paul shall pay off and discharge said promissory note for fifteen hundred dollars on or before the 1st day of September 1871 together with the interest thereon then this obligation to be void but if default should be made in the payment of said promissory note or any portion of the sum then and in that event the said William Shephard & Co by themselves their agents or attorneys are hereby authorized and empowered to enter and take possession of said property and after giving twelve days notice in writing posted up in the said Towns of Elyton and Columbiana sell said property at public out Cry to the highest bidder for Cash either in said Town of Elyton or Columbiana or a part of said property in Elyton and a part in Columbiana as the said William Shephard & Co their agents or attorney may elect and appropriate the proceeds to the payment of said promissory note or the balance due thereon. Given under my hand and seal this the 2nd day of January 1871.

W H Paul (Sd)

Revenue Stamps are ^{not} necessary

The State of Alabama J. J. Capen Judge of Probate in and for County of Shelby. Do hereby Certify that Willis H Paul whose name is signed to the foregoing Acknowledgment and who is known to me acknowledged before me on this day, that being informed of the contents of the Acknowledgment he executed the same Voluntarily on the day the same were made.

been under my hand this the 8th day of
January 1871.

James T. Deper Judge of Probate
Filed for record Jan 9th 1871 & returned
Jan 11th 1871. James T. Deper
Judge of Probate