Horton Henry H.
To
C W Walls & Co.

The State of Alabama } This Indenture made and entered
Shelby County } into this 22d day of February 1873
between Henry H. Horton debtor of the first part and C. W.
Walls & Co. Creditor of the 2d part Witnesseth: That whereas the
said party of the first part is justly indebted to the party
P of the 2d part in the sum of Fifty dollars due by promissory
note bearing even date herewith and payable on or be=
fore the first day of Nov 1873 and the said party of
1st part being desirous to secure the payment of said
indebtedness: for and in Consideration thereof and
for the further Consideration of the sum of one
dollar to the said party of the first part in hand

paid by the said party of the 2d part receipt whereof is hereby acknowledged the said party of the 1st part has sold and hereby sells and Conveys to the said party of the 2d part the following described property to wit One bright Bay horse weak eyed known as the Barnett horse about 4 years old 3 Cows & Two Calves One a Red & white mottley Red Muley & one Red & white spotted muley & one Red with some white with Horns and all my Crop of Cotton & Corn that I may raise or cause to be raised this year 1873 and all the hogs that I may own at the expiration of this Mortgage To have and to hold in trust as follows. It is hereby agreed that the said party of the 1st part is to have & retain possession of the said property until the first day of November 1873 and if the said party of the 1st part shall fully pay to the said party of the 2d part said debt with interest thereon and reasonable expenses hereof by said first day of November 1873. then this Indenture is to be null and void. But upon default of such payment the said party of the second part is hereby authorized to take into possession and sell said property to the highest bidder for cash after giving days notice of the time and place of said sale by publication in a newspaper if one is published in the County or by posting at three public places and out of the proceeds of said sale retain the sum of Fifty dollars and interest thereon and the reasonable Costs hereof and the balance if any pay to the said party of the first part. Henry H. his × mark Horton (Seal)
C W Walls & Co. (Seal)

The State of Alabama } I James T. Lupo Judge of Probate for
Shelby County } said County hereby Certify that Henry H. Horton & C W Walls & Co. 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 22d day of February 1873.
J. T. Lupo Judge of Probate.

Filed for Record Feby 22/73 & Recorded March 17 1873 – J. T. Lupo Judge of Pro