T. H. & A. P. Atkinson
To
W. W. Fetts & Bro

State of Alabama
Macon County

Know all men by these presents that whereas We, T. H. Atkinson and A. P. Atkinson are indebted to W. W. Fitts & Bro of the County of Macon and State of Alabama in the Sum of Four hundred and Seventy Seven 35/100 Dollars due by promissory note bearing even date herewith and which reads as follows:

"477 35/100 Tuskegee Ala Dec 8th 1873.

On or by the 15th day of October 1874 We promise to pay W. W. Fetts & Bro or their order the sum of Four hundred and Seventy Seven (35/100) dollars value Received, with interest from date, signed

T. H. Atkinson (S S) — A. P. Atkinson (S S)

And whereas we are desirous of securing the payment of said indebtedness to the said W. W. Fetts & Bro and for the further Consideration of the sum of Four Dollars to us in hand paid, the receipt whereof we do hereby acknowledge before the ensealing and delivery of these presents we do hereby, grant, bargain, sell and convey unto the said W. W. Fetts & Bro, the following described property to wit: One Bay horse mule named Tobe, aged about 11 Years, 1 gray horse mule named Sam 10 Years old, One dark brown mule (horse) aged about 9 years, One sorrel mare named Ella aged 11 Years, 1 large two horse wagon, also one half undivided interest in a Steam Saw mill, Engine and fixtures, Situated near Siluria, Shelby County Alabama, to have and to hold unto the said W. W. Fetts & Bro their heirs and assigns to their use and behoof forever; Provided however if we the said T. H. Atkinson and A. P. Atkinson pay or cause to be paid the said sum of Four hundred and Seventy Seven 35/100 Dollars by the time the same falls due then this mortgage and Estate herein created to be null and void, and of no effect and Provided further if we fail to pay or cause to be paid the said amount of indebtedness, above specified according to the tenor and effect of said promissory note or if any default be made in the payment of said indebtedness, then full power and authority is hereby given to said W. W. Fetts & Bro their heirs agents or assigns to take possession of said property hereby conveyed, and after advertising same by posting notices at the P. Office door in Siluria and

3 other public places in Shelby County, sell the said property at public outcry to the highest bidder for cash, and after paying 1st all costs of seizing, advertising and expenses of sale, and the amount of said indebtedness then pay over the balance if any there be to us, our agents or assigns, and we do warrant a good and sufficient title to the purchaser or purchasers of any property sold under this mortgage and we do further ~~agree~~ certify that the foregoing and described property is free from all encumbrances.

In Witness whereof we have hereunto set our hands and seals this the 8th day of December 1873.

T. H. Atkinson (SEAL)
A. P. Atkinson (SEAL)

C. M. McKenzie
P. S. Holt

The State of Alabama
Shelby County

I James F. Menefee Judge of Probate in and for said County and State, hereby certify that C. M. McKenzie a subscribing witness to the foregoing conveyance, known to me, appeared before me, on this day, and being sworn states that T. H. Atkinson and A. P. Atkinson the grantors in the conveyance, voluntarily executed the same in his presence, and in the presence of the other subscribing witness on the day the same bears date.

That he attested the same in the presence of the grantor, and the other witness, and that such other witness subscribed his name as a witness in his presence.

Given under my hand this 8th day of Dec A.D. 1873.

J. F. Menefee
Judge of Probate: Macon Co.

Filed for Record Decr 24th 1873 & Recorded Jany 2d 1873.

James F. Lupen
Judge of Probate.