Smith R. J.
To
Thos P. Miller & Co

State of Alabama } Know all men by these
Mobile County } Presents, that I Rebecca J. Smith in Consideration of the sum of Thirty one hundred and forty 80/100 Dollars to me in hand paid by Thos P. Miller & Co at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, Have granted, bargained, sold, aliened, Conveyed and Confirmed, and by these Presents Do grant, bargain, sell, alien, Convey and Confirm unto Thos P. Miller & Co their heirs and assigns forever, All that parcel or parcels of land lying and situated in Shelby County Alabama as follows: NW/4 of NW/4 of Section 2 T 24 R 13 East. NW/4 of NE/4 Sec 3. T 24 R 13 East. NW/4 of NE/4 Sec 3 T 24 R 13 East. NE/4 of NW/4 S 3. T 24 R 13 East. SE/4 of NW/4 S 3 T 24 13 East. NE/4 of SW/4 of S 3 T 24 R 13 East. West 1/2 of SW/4 S 3 T 24 R 13 East. SW/4 of NW/4 S 3 T 24. R 13 East. SW/4 of SE/4 S 3. T 24 R 13 East. SE/4 of NE/4 S 3. T 24 R 13 East. NW/4 of SW/4 S 10 T 24 R 13 East. East 1/2 of SW/4 S 10 T 24 R 13 East. SW/4 of NW/4 S 10. T 24 R 13 East. NE/4 of NW/4 S 9. T 24 R 13 East. North 1/2 of SE/4 S 3. T 24 R 13 East. Together with all and singular the tenements, hereditaments, rights members, privileges and appurtenances unto the above mentioned and described premises belonging or in any wise

By virtue of this written authority of Thos P. Miller & Co. I hereby cancel this deed and release the lien thereon
Thos P. Miller & Co.
by J. J. Lapsley Agt.
May 20 1874

appertaining To Have and To hold the above granted and described premises; with the appurtenances, unto the said Thos P. Miller & Co and to their heirs and assigns, and to their sole and only proper use, benefit and behoof forever, Provided always and these presents are upon the Express Condition that if the said Rebecca J. Smith shall well and truly pay to the said Thos P. Miller & Co sum of Thirty one hundred and forty 80/100 Dollars as evidenced by a note of this date for the above amounts, payable to the order of myself, and due the tenth (10th) day of January 1875, negotiable and payable at the banking house of Thos P. Miller & Co, Mobile. Then these Presents shall cease, determine and to be void, otherwise to remain in full force.

And the said Rebecca J. Smith does hereby vest the said Thos P. Miller & Co or their assigns with full power and authority upon the happening of a default in the payment of the note above described, to sell her interest in said lands at public sale for Cash or on Credit, giving thirty days notice in a newspaper published in Mobile and the proceeds to apply first to costs of sale, and if there shall be a surplus, then the balance to be paid over to Rebecca J. Smith, and I do authorize the said Thos P. Miller & Co to conduct the sale, and to make Deed to the purchaser and the title so made I hereby agree to defend against all persons.

Given under my hand and seal this Twenty third day of March in the year of Our Lord one thousand Eight hundred and seventy four.

Rebecca J. Smith

Sealed and delivered in presence of
R. M. Quinn
Notary Public
M.C.

Seal & stamp

Filed in Office for Record March 30th 1874 and Recorded April 10th 1874.

J. T. Leeper
Judge of Probate.

Thomas P. Miller,
R. D. Williams

Jas. C. Reynolds,
Jno. W. Miller,

OFFICE OF **Thos. P. Miller & Co. Bankers.**

28 St. Francis St.

Mobile, Ala. May 19 1874

Hon James T. Lyon
Judge of Probate
Columbiana
Ala —

Dear Sir,

We have received your favor of the — with stated enclosure

We hereby authorize & empower you to act as our Power of Attorney to cancel a certain Mortgage due to wit —

Wm of Rebecca J. Smith to
Thos P. Miller & Co —

Filed in the Probate Office Shelby County Ala for record March 30/74 & recorded Apl 10/74 in Deed book "S" on page 497 —

Yours truly
Thos P. Miller & Co