Shelby Lime Co. To Wm H. Fellows

The State of Alabama } This indenture made
Shelby County } and executed by and between the Shelby Lime Company, under the Laws of Alabama by its President, duly authorized by the Resolution of the Board of Directors on the 26th of March A.D. 1874, of the first part, William H. Fellows of the City of Selma of the

second part and Charles H. Patton, John R. Keenan as Executor of the last will and testament, of James Keenan deceased, and John R Keenan in his own right, and Mrs Mary K Graham, and Mrs Elizabeth P. Fahs, parties of the third part.

Witnesseth: That the party of the first part is indebted to the parties of the third part in the several sums of money hereinafter specified, that is to say, to Charles H. Patton in the sum of Thirty two hundred and fifty two 2/100 dollars with interest from the 12th day of January 1874, as evidenced by the promissory note of said Corporation executed to him by R. M. Patton as President thereof, to John R. Keenan as the Executor of the last will and testament of James Keenan deceased, in the sum of Eleven hundred and ten dollars with interest from the 22 of December 1873, as evidenced by the promissory note of said Corporation, with R. M. Patton, A. V. Gardner, J. W. Lafsley Richard H. Adams & N. B. Dare as sureties, And to Mrs Mary K Graham, in the sum of Four hundred and ninety six 34/100 dollars due and payable on the 12th day of January 1875 as evidenced by the note of said Corporation with James Keenan, R. M. Patton B. C. Adams, W. F. Adams, R. H. Adams N. B. Dare & A. V. Gardner, sureties.

To Mrs Elizabeth P. Fahs, in the sum of Fifteen hundred dollars, as evidenced by the promissory note of said Corporation dated March 21st 1874, with interest from date and due twelve months after date, thereof with N. B. Dare, R. M. Patton and Thos Keenan sureties, and which was a loan, to said Shelby Lime Company by Mrs Fahs on said note, with a deposit of certificates of stock of John R Keenan in the Selma Warehouse and Compress Company, which stock is the individual property of the said John R Keenan, and was deposited with Mrs Fahs by said Keenan as collateral to said loan, for the benefit of said Shelby Lime Company: all of which said indebtedness said Shelby Lime Company is willing and desirous to secure, Now therefore the party of the first part, in consideration of the premises, and of ten dollars, and of ten dollars to wit in

in hand paid by the party of the second part at and before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged has granted, bargained and sold, and by these does grant, bargain sell and convey unto the said party of the second part his heirs and assigns forever all the lands and rights and privileges in and to all the lands now owned by the said party of the first part, being about Four thousand three hundreds. Situated in the County of Shelby Alabama, the Lime Kiln fixtures, appurtenances and ~~fixtures~~ implements, and all the rights, privileges and appurtenances belonging to the said lands, hereby conveyed or in any wise appertaining to said land, and also all the personal property of every description now owned by the said party, of the first part together with the privileges and franchises of the said Shelby Lime Company, To have and to hold all the said property real and personal, and franchises in fee simple forever,

But upon the following Conditions and trusts, that is to say, if the said party of the first part shall on or before the first day of January A.D. 1875 pay off and discharge the debts and liabilities above mentioned and save harmless the said John R. Keenan, and restore to him his stock above referred to, then this obligation to become and remain void, If however the said party of the first part shall fail to pay off and discharge any part or portion of the said debts hereby secured by the first day of January 1875 then this indenture remains in full force, And upon the written application of any one or more of the parties of the third part hereby secured,

The said party of the second part or his duly authorized agent or Attorney, is hereby authorized to sell on the premises, at public auction to the highest bidder for cash, after having given thirty days notice of the time place and terms of sale all or so much of the property hereinbefore above described, as shall be necessary to pay all of the above named debts principal and interest which may then remain due and also the Cost and expenses of Executing and Carrying into effect this indenture, And out of the proceeds of

such sale after paying the said expenses, pay off whatever may be due on the above named debts including interest, and the surplus if any pay to the party of the first part. And the party of the second part is hereby authorized and empowered to execute and deliver to the purchaser or purchasers at said sale for any and all property purchased by them at said sale, a good and compete fee simple deed or deeds or such other conveyance, or evidence of title as may be proper conveying to said purchasers all the right title and interest of the party of the ~~second~~ first part, as fully as the said party of the first part can or could do, And for a more particular descriptions of the lands and other property hereby conveyed reference is hereby made to the books of said Company, and the Records in the Office of the Judge of Probate of Shelby County Alabama.

In testimony whereof the party of the first part, The Shelby Lime Company, by its President, R. M. Patton, and Wm H. Fellows, party of the second part, have hereunto set their hands and affixed their seals this 26th day of March A.D. 1874.

Attest as to signature of R.M. Patton Pres't
J. M. Huggins
J. F. M. Welch

For the Shelby Lime Co. (Seal of Co.)
R. M. Patton
Pres't
Wm H. Fellows hereby accepts this trust
Wm H. Fellows,

And the parties of the third part accept the provisions of this Indenture by signing their names hereto on the day of its date,

Attest as to signature of R. M. Patton atty,
J. M. Huggins
J. F. M. Welch

For Rhodes N. Patton
By R. M. Patton
his atty,
J. R. Keenan, Ex'tor of James Keenan dec'd.
J. R. Keenan,
M. K. Graham,

State of Alabama } I J. F. John a Notary
County of Dallas } Public in and for said County and State of aforesaid hereby certify that Wm H. Fellows the Trustee and J. R. Keenan as Executor

of James Keenan deceased, and J. R. Keenan and M. K. Graham 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,

Given under my hand this 27th day of March A. D. 1874.

J. F. John
Notary Public
Dallas County,

The State of Alabama } I James T. Leiper Judge
Shelby County } of Probate for said County hereby certify that J. M. Huggins a subscribing witness to the foregoing Conveyance, known to me, appeared before me this day, and being sworn that R. M. Patton President "For Shelby Lime Co" and Atty for Charles M. Patton, the first the grantor in the foregoing Conveyance & the second an acceptor 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 voluntarily in the presence of the grantor and of the other witness, and that such other witness subscribed his name as a witness in his presence.

Given under my hand this 6th day of April 1874.

James T. Leiper
Judge of Probate,

Filed for Record April 6th 1874, and Recorded April 14th 1874 James T. Leiper
Judge of Probate,