Smith & Atkinsons
To
Holt Johnson & Warren
P.

The State of Alabama } Know all men
Shelby County } by these presents
That we Sidney B. Smith. Tilman H. Atkinson and Andrew P. Atkinson of the firm of Smith and Atkinsons for and in Consideration that we are indebted to the firm of Holt Johnson & Warren at Siluria Ala in the Sum of Twelve hundred Dollars which is evidenced by our promissory notes to wit: Five notes for the Sum of Eighty five 5-3/100 Dollars Each, and due one day after date, and one for the Sum of Seven hundred and Seventy two and 73/100 Dollars, and due nine months after date, all bearing even date of this instrument, and payable to the said Holt Johnson & Warren for said Sum of Twelve hundred Dollars, & for the purpose of securing the payment of the Same, do grant, bargain Sell and convey to the said Holt Johnson & Warren the following described property to wit: One Steam Mill and Engine, and all fixtures and appurtenances thereunto belonging. and all buildings Erected for the use of said Mill with all timbers thereunto belonging by reason of any agreement between Smith and Atkinson, and any party Concerned. Also one log drag. Two large horse wagons, and one log cart. One large black horse

mule named Tobe. One gray horse mule named Sam, Also nine Oxen, One pair bought of Hails Bailey, and known as the Bailey Oxen, both dark brindle with white about thier heads, One pair purchased from James Lost, and known as the Lost Oxen, Red & White pided, Also one blue brindle Ox, bought of R Dunnam and one brindle Ox bought of J Comer and one red Ox bought of B. Oldham One Red Ox known as the Tennessee Ox, To have and to hold to said Holt Johnson & Warren, thier heirs and assigns forever upon the conditions herein, that if we pay the amount due on said notes above described on or before the day the last named note falls due by carrying out a certain contract now existing between the said Smith & Atkinsons and the said Holt Johnson and Warren, in which we promise to furnish the said Holt Johnson & Warren, with stones and heads for making lime boards, a copy of which contract is hereto attached, and by settling any balance that may be due on the day the last named note above falls due, then this conveyance is to be void, But it shall be understood that this instrument shall secure the said Holt Johnson & Warren against any loss by reason of any ~~damages~~ advances of supplies or any other forms granted to the said firm of Smith and Atkinson in the past or future for which the above described notes are executed. But if we fail to pay said notes in part or in full then the said Holt Johnson and Warren are hereby authorized to take possession of said property above described if said property or any of it be traded or exchanged by consent of Holt Johnson & Warren, for thier property before day of sale thier said property so traded for shall be substituted for that above described in this mortgage, and shall also be taken possession of, and after giving ten days notice of the time and place of sale in any newspaper published in said County

to sell the same to the highest bidder for cash at the mills of the said Smith & Atkinson near Ellicottville in said County, and to execute titles to the purchaser, and the said Hoolt Johnson & Warren shall have the privilege bidding on said property, and to devote the proceeds of said sale to the payment, first of the expense of advertising, selling and conveying. Secondly to the amount that may be due on said notes, and lastly if there be any surplus of said proceeds the same is to be returned to the undersigned. And it is further agreed that Hoolt Johnson and Warren shall have a controlling influence in the direction of and management of said property herein conveyed, equal to that of any one partner to better enable them to protect their interests and have Barrel material ~~on~~ sawed on their barrel machinery.

Witness our hands and seals this the 22 day of June 1874,

S. B. Smith (SS)
T. H. Atkinson (SS)
A. P. Atkinson (SS)

The State of Alabama }
Shelby County } I L. P. Leonard a Justice of the Peace in and for said County hereby Certify that Sidney B. Smith, T. H. Atkinson and Andrew P. Atkinson 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 did Execute the same voluntarily on the day the same bears date.

Given under my hand this the 23rd day of June 1874. L. P. Leonard J. P.

Filed in the Probate office Shelby Co Ala for Record July 31st 1874 and Recorded July 31st 1874 in deed Book "S" on page 684.

J. T. Lesper
Judge of Probate