Smith J. B. To Shaw & Farr P

Whereas on the 2nd day of February 1871 J. W. Crafton and myself purchased from John A. Shaw a one half interest in the Machinery of a certain Steam Mill for which we executed to said Shaw our four promissory notes, the three first calling each for Eighty Seven Dollars, and the fourth calling for Ninety Seven dollars all of them bearing date said 2d day of February 1870 the first falling due on the 1st day of July 1871, the second being payable on the 25th day of December 1871, the third being payable the 1st day of July 1872, and the fourth being

payable the 1st day of January 1873. And whereas on the 22d day of January 1874 I & G.B. Smith for the firm of Smith & Atkinson, made a settlement of other matters, with said Shaw, and Executed to him a note in the name of Smith & Atkinson for two hundred and fifteen Dollars, balance due, payable the same day, Executed. And whereas on the 11th day of April 1874, George B. Farrar obtained a Judgment against me for the sum of One hundred and Fifty Eight 70/100 Dollars of debt and one dollar Cost of suit, before a Justice of the Peace of Williamson County Tennessee. And whereas on the 13th day of January 1873. I gave a mortgage to A.J. Davis and John A. Shaw, on my Steam Saw Mill (which has since been removed to the State of Alabama) to secure amongst other ~~things~~ debts the above described debts to John A. Shaw, and also a debt to M. C. H. Puryear, upon which George B Farrar as my security had to pay the above sum of $158.20 and $1.00 Cost for which he obtained a Judgment against me as hereinbefore set forth. And whereas at a subsequent date, A.P. Atkinson bought an interest in said Mill, and the beneficiaries made my mortgage Consented to the removal of the Mill to Shelby County in the State of Alabama, which was done, with the promise, that my mortgage should be registered there, and said beneficiaries secured in their rights under said Mortgage. And whereas after the removal of said Mill, A.P. Atkinson purchased an interest in said Mill property, and whereas said Mortgage, through my neglect and that of my partner the said A.P. Atkinson was never registered in said County of Shelby in the State of Alabama and thereby the said beneficiaries under said Mortgage have lost their rights thereunder. Now therefore in order to do justice to said beneficiaries and to carry out as far as ~~possible~~ may be my original

design and to pay off and satisfy the indebtedness hereinbefore mentioned, for and in consideration of the can=cellation by said Shaw and Farrar of their claims against me hereinbefore specifically set forth and five dollars cash in hand paid, the receipt whereof is hereby acknowledged, and the further consideration hereinafter set forth, I have this day bargained, sold, transferred and conveyed, and do by these pres=ents bargain, sell, transfer and convey unto the said John A. Shaw, and George B. Farrar all my right, title, claim and interest in the following descri=bed property: My interest in the Steam Saw mill and fixtures. (3) Three mules. (8) Eight head of Oxen, (3) Three wagons. (1) log Cart, Log chains, horses &c now situated on the lands of Dr Joseph Gordon, My interest therein being one 1/3 third the mill, fixtures &c, being the same formerly mortgaged by me, as hereinbefore described, and the same now occupied and used and run by T.H. & A.P. Atkinson, also one claim on said T.H. Atkinson and A.P. Atkinson for two hundred and forty dollars for the rent of my interest in said mill &c during the present year, Also one claim on T.R. Levitt &c of two hundred and Eighty Six (286) dollars due Jany 1st 1874, my interest in said last claim being one half, Out of the two claims just mentioned the said John A Shaw, and George B. Farrar will pay off and satisfy my part of two judgments rendered against me and others in June 1874, One of said judgments being against me T.H. and A.P. Atkinson in favor of Hall and Johnston, and being for the sum of Four hundred and Twenty dollars of which my part is one (1/3) third, The other judgment being against A.P. Atkinson and myself in favor of W.M. Nelson for the sum of Three hun=dred and Eighty dollars my part thereof being one half. In lieu the first of these two judgments, there is a mortgage on the mill, but the other is only to be paid by

Shaw and Flavor in case they realize from the mill and other property, and the claims transferred to them more than enough to pay off and satisfy their own debts against me, and they shall in no event pay more than the surplus realized over and above their own debts, and necessary costs and expenses connected with their collection thereof through said property — To hold and to hold the said property being conveyed unto the said John A Shaw and George B. Flavor their heirs and assigns forever — I covenant with said Shaw & Flavor that I am lawfully seized of said property as herein described — that the same is unincumbered, except as herein before set forth, and that I have a good right to convey the same, and I covenant to defend the title thereto unto the said Shaw and Flavor their heirs and assigns, against the lawful claims of all persons.

In testimony whereof I have hereunto set my hand and seal on this the 1st day of September 1874.

S. B. Smith

State of Tennessee }
Williamson County } Before me, the undersigned, duly commissioned, and qualified as Notary Public in and for the County of Williamson, State aforesaid, at my office in the Town of Franklin, personally appeared on this 1st day of September 1874, S. B. Smith to me personally known, as the party signing and sealing the annexed deed of conveyance, who acknowledged that he signed sealed and executed the same as his act and deed, for the purposes therein contained —

Robt. N. Richardson
Notary Public
for Williamson County
Tennessee

(Notarial Seal)

Filed in Office Sept 12th 1874 and Recorded Sept 14th 1874.

J. T. Lupin
Clerk & Probate,