Swain L. A.
To
S. H. McCollie

The State of Alabama — Shelby County.
Know all men by these presents that I Laura A. Swain, for and in consideration that I am indebted to Samuel H. McCollie in the Sum of three hundred & twenty two & 50/100 Dollars which is evidenced by my promissory note bearing even date with this instrument and payable to said Samuel H McCollie or order on the 1st day of January 1875 — for the Sum of three hundred and twenty two & 50/100 dollars with interest from three months after date, and for the purpose of securing the payment of the same have bargained, granted, aliened sold and conveyed, and by these presents do grant, bargain, alien sell and convey unto said Samuel H McCollie the following described real Estate to wit: lot No nine (9) in the town of Montevallo of said County Containing about one and a half acres leaving out of the half acre the lot on which the Male Institute stands which never belonged to lot No nine (9) To have and to hold to the said Samuel H. McCollie his heirs and assigns forever

Upon Condition however that if I pay the amount due upon said note above described on or before the said 1st day of January 1875 — when the same falls due, then this Conveyance to be void, but if I fail to pay said note in part or in full then the said Samuel H. McCollie is hereby authorized to take possession of said above described property, and after giving ten days notice of the time and place of sale by posting written notices in three public places in said County sell the same to the highest bidder for cash in front of the Shelby Hotel in the said Town of Montevallo, and to Execute titles to the purchaser and devote the proceeds to the payment, 1st of expen

tising Selling and Conveying — 2° of the amount and interest, that may be due upon said note, and lastly if there be any surplus of said proceeds the same to be returned to the undersigned

Witness my hand and seal this the 18th day of January 1874.

L. A. Swain

The State of Alabama }
Shelby County }

I W. M. McMath an acting Justice of the Peace in and for said County hereby Certify that Laura A Swain whose name is signed to the foregoing mortgage and who is known to me, acknowledged before me on this day that being informed of the Contents of the mortgage she Executed the same voluntarily the day the same bears date.

Witness my hand this 18th day of January 1874.

W. M. McMath
Justice of the Peace.

Filed for Record October 16th 1874 and Recorded December 2° 1874.

J. T. Leeper
Judge of Probate