Elliott L. F. & Co
To
Isaacson Seipas & Co

The State of Alabama Shelby County
This Indenture made and entered into this 20th day of August 1875 between L. F. Elliott & Co of the first part and Isaacson Seipas & Co Creditors of the 2d part Witnesseth: That whereas the said party of the first part is justly indebted to the party of the 2d part in the sum of Three hundred & fourteen 75/100 dollars due by their acceptance on the 12th day of August 1875 and payable on or before the first day of Nov

1875 and the said party of the 1st part being desirous to secure the payment of said indebtedness for and in consideration thereof and for the further consideration of the sum of one dollar to the said party of the 1st part in hand paid by the said party of the 2d part receipt whereof is hereby acknowledged the said party of the 1st part has sold and hereby sells and conveys to the said party of the 2d part the following described property to wit One dwelling house & lot & store house situated in the town of Columbiana Ala and now occupied by L. F. Elliott and the following described tract of land to wit S W¼ of S E¼ Sec 18 S E¼ of N E¼ & N W¼ & N ½ of S W¼ & S W¼ of S W¼, N W¼ of S E¼. S W¼ of N E¼ Sec 7 Township 21 Range 2 West & N E¼ of S E¼ of Sec 12 Township 21 Range 3 West Containing four hundred and forty acres more or less To have and to hold in trust as follows. It is hereby agreed that the said party of the 1st part is to have and retain possession of the said property until the 1st day of November 1875 and if the said party of the 1st part shall fully pay to the said party of the 2d part said debt and interest thereon and reasonable expenses hereof by said 1st day of November 1875 then this indenture is to be null and void. But upon default of such payment the said party of the 2d part is hereby authorized to take into possession and sell said property to the highest bidder for cash after giving thirty days notice of the time and place of said sale by publication in a newspaper if one is published in the County or by posting at three public places and out of the proceeds of said sale retain the sum of three hundred fourteen 75/100 dollars and interest thereon and the reasonable costs hereof and the ballance if any pay to the said party of the first part. L. F. Elliott & Co. (Seal)

The State of Alabama } I Amos M. Elliott Clerk of the
Shelby County } Circuit Court for said County
hereby certify that L. F. Elliott & Co. 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.

Witness my hand this 20th day of August 1875.

A M Elliott Clerk

Filed for Record Sept 16th 1875 & Recorded September 20th 1875.

J. T. Leeper Judge Probate

The within mortgage was duly filed in the office of the Judge of Probate of Shelby County Ala on the 3 day of May 1877.

To secure the payment of the within mortgage is hereby released.

The within mortgage is duly released in full in the office of the Judge of Probate of Shelby County Ala