Patton Robert M. The State of Alabama
v. Charles H.
To
Mrs May K. Graham

This Indenture made and executed by and between Robert M. Patton and Charles H. Patton of the county of Lauderdale of the first part and Mrs May K. Graham of the county of Talladega of the second part witnesseth: That on the 23d day of May 1876 the said May K. Graham received a judgement against the said R. M. Patton & others for the sum of Nine hundred and eighty three 18/100 dollars and also that on said 23d day of May the said May K. Graham received another judgement against the said R. M. Patton & others for the sum of Four hundred and six 62/100 dollars which said judgements were rendered by the Circuit Court of Dallas County and are both now in full force and unsatisfied. And whereas as further security for said debt the parties of the first part have executed their note for the sum of Twelve hundred and forty eight 43/100 dollars bearing even date with these presents and payable on the 1st day of January next at the City National Bank of Selma Alabama to the order of Mrs May K. Graham and which note the parties of the first part have further agreed to secure by Mortgage on the property hereinafter described & conveyed.

Now therefore in consideration of the premises and of ten dollars to them the party of the first part 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 They the said party of the first part have granted bargained and sold and by these presents do grant bargain and sell to the party of the second part her heirs and assigns forever the following described real and personal estate that is to say, all the right title and interest of the party of the first part in and to the property known as the Shelby Lumber Company in and

near Calera in the county of Shelby and State of Alabama and consisting of one fourth thousand acres of land, with Lime Kilns, Saw Mill, Band Factory, machinery, tools, tenements, hereditaments, royalties, corporate franchises and all other species of rights or property to the same belonging or in anywise pertaining and for a more accurate description of the property hereby conveyed, reference is hereby made to the records of the corporation known as the Shelby Lime Company and to the records of deeds or other evidence of title in the office of the Judge of the Probate Court of the county of Shelby & State of Alabama, to have and to hold to the party of the second part her heirs & assigns forever.

Nevertheless and these presents are made upon these express conditions, that if said note hereby secured is paid at maturity then these presents to be null and void — But if the party of the first part shall fail to pay said note hereby secured at the maturity thereof then upon the happening of such default of payment: The party of the second part may enter upon, take possession of and sell the property hereby conveyed and mortgaged, either at Calera in the County of Shelby or in the city of Selma & County of Dallas & state aforesaid at public auction to the highest bidder for cash, first giving three weeks notice of the time & place of sale by advertisement in any newspaper published in the City of Selma — and the proceeds of such sale shall be first applied to the payment of any costs, necessary expenses of sale or foreclosure, and then to the payment of the debt hereby secured — and the balance if any to be paid to the party of the first part, and in case any sale of said property is made under the power of sale herein contained, the party of the second part is hereby authorized and empowered to execute suitable deeds of conveyance to the purchaser or purchasers at such sale — therein and thereby conveying to such purchaser or purchasers all the right title and interest of the heirs of the first part in and to the property hereby conveyed & mortgaged.

In witness whereof the said parties of the first part have hereunto set their hands and seals this day of September AD 1876, R. M. Patton (Seal)
Chas. H. Patton (Seal)

State of Alabama }
Lauderdale County } I Neander H. Rice, Notary Public &c for the State and County aforesaid, hereby certify that Robert M. Patton and Charles H. Patton whose names are signed to the foregoing conveyance and who known to me acknowledged before 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 the 11th day of September 1876 —

Neander H. Rice
Notary Public &c

Filed for Record September 22 1876 Recorded the same day. J. T. Leeper judge Probate