Wagner May B. To A B Peck

The State of Alabama } Know all men by these presents that
Montgomery County } Whereas I May B Wagner a feme dealer and wife of Charles G Wagner am indebted to A B Peck in the sum of Thirteen Hundred and thirty six 70/100 dollars as evidenced by a Certain bill of Exchange dated September 18th 1877 and payable Ninety days after date to the order of "ourselves" at the Merchants & Planters Nat Bk Montgomery Ala drawn, accepted and endorsed by me the said May B. Wagner and my said husband Charles G Wagner to the said A B Peck the same being for money borrowed by me from the said A B Peck on my promise to execute this Mortgage Now in order to secure the prompt payment of said bill of Exchange at its maturity, and in pursuance to said promise I the said May B. Wagner and my said husband Charles G Wagner have granted bargained and sold and by these presents do grant bargain and sell Convey, Enfeoff and Confirm to the said A B Peck the following described real estate Situate and being in the County of Shelby State of Alabama to wit The South East quarter of the South East quarter the South West quarter of the South East quarter, the South East quarter of the South West quarter and the South West quarter of the South West quarter of Section 35 Township 20 Range 3 West Containing 160 acres more or less the same being the lands known as the Rockland Lime Works at or near Siluria Ala I the said May B. Wagner and my said husband Charles G. Wagner do hereby sell, Set over and assign to the said A. B. Peck all tools and implements of every kind used in or about the manufacture of lime barrels &c &c at said Lime Works Also all machinery on the land To have and to hold the aforegranted premises to the said A B Peck his heirs and assigns forever But this Conveyance is made upon the following Condition nevertheless that is to say If I the said

Mary B Wagner shall well and truly pay or cause to be paid the said bill of exchange at its maturity then this Conveyance is to become null and void but in case I shall make default in the payment of the same as aforesaid then the said A B Peck shall be authorized to sell the said property or such part thereof as he may deem proper at auction for cash at the Artesian Basins in the City of Montgomery Ala or on the premises or both as he may see fit first having given public notice of such sale by advertisement for four mths in one of the newspapers then published in the said City of Montgomery Ala And at such sale the said A B Peck shall be hereby authorized to purchase any of said property the same in all respects as if he were a stranger to this Conveyance And the auctioneer making said sale is hereby authorized to execute to the said A B Peck a deed to said real estate and I the said Mary B. Wagner and my husband the said Charles G. Wagner do hereby covenant and agree with the said A B Peck his heirs and assigns to warrant and defend the title so made against the lawful claims and demands of all persons always excepting my equity and right of redemption of the said property - And out of the proceeds of said sale the said Peck shall first pay all expenses thereof, then reserve enough to pay and satisfy the said Bill of Exchange and any balance he shall pay over to me — In witness whereof I the said Mary B Wagner and my husband Charles G. Wagner have hereunto set our hands and applied our seals this the 25th day of September AD 1877

Signed in presence of. Mary B Wagner (Seal)
Thos R. Wagner Chas G. Wagner (Seal)
Eff Wagner.

Satisfied and to discharge
May 20 1881
A B Peck
per Leroy - Trade
for J. T. Lapsley

The State of Alabama } I Paul H Sabos Justice of
Shelby County } the Peace in and for said County and State hereby certify that Thos R. Wagner a subscribing witness to the foregoing Conveyance known to me appeared before me this day and being sworn stated that Mary B Wagner and her husband Charles G. Wagner the grantors in the Conveyance voluntarily executed the same in his presence and in the presence of the other subscribing witness on the day the same bears date: that he attested the same in the presence of the grantor and of the other

Montgomery May 16th 1881

Judge Lefler

Dear Sir. We do appoint you our attorney in part and in fact to cancel a mortgage made by Mary B. Wagner & her husband Charles G. Wagner to A B Peck on the 25th day of Sept 1877 and transferred to J B Gary 11th Oct 1878 & recorded in your office in deed Book #1 page 641. The obligation for which said mortgage was given having been satisfied in full

A B Peck
J B Gary Transferee

and of the other witness and that such other witness subscribed his name as a witness in his presence
Given under my hand this 25th day of September 1877.
Paul H Sabins J.P.

The State of Alabama } I a Notary Public
Shelby County } and Ex Officio Justice of the Peace in and for said County do hereby certify that on the 25th day of September 1877 came before me the within named Mary B. Wagner known to me to be the wife of the within named Charles G. Wagner who being by me examined separate and apart from her husband touching her signature to the within mortgage acknowledged that she signed the same of her own free will and accord and without fear constraint or persuasion of her husband —
In witness whereof I hereunto set my hand this 25th day of September 1877.
Paul H Sabins
N.P. & Ex officio J.P.

Filed for Record & Recorded October 1st 1877
J. T. Leeper Judge of Probate