Atchison Yancy
To
Jas Mitchem

P

D) The State of Alabama, } Know all men by these presents, That
Shelby County } for and in consideration of my indebt-
edness to Jas Mitchem in the sum of Thirty five Dollars,
due by promissory note bearing date February 19th 1878, and
payable 1st day of Nov 1878, now to secure the punctual pay-
ment of said indebtedness, I do hereby sell and convey to
said Jas Mitchem the following goods, and chattles, to wit:
One Gray Mare about 12 years old. Martha Jane, also
my cotton crop to be raised on the place upon which I now
reside in Shelby County Alabama, warranted free from in-
cumbrance and against any adverse claims. Upon condition
however, that if I pay said Thirty five Dollars to said
Jas Mitchem or his assigns, this deed to be void; but if
I fail to pay said indebtedness in whole or in part at-

maturity, then said Jas Mitchum or his agents or assigns are authorized to take possession of said property, and after giving twenty days notice by posting on three public in said County & beat, to sell the same at Wilsonville to the highest bidder, for cash, and the proceeds to devote to the paying 1st the expenses of advertising and selling, and 2nd, the amount, then may be due on said note, and the surplus, if any, to be turned over to the undersigned.
In testimony whereof I hereunto set my hand and affix my seal, on this the 19th day of February 1878.
attest: David Edwards } Yancy D Atchison (Seal)

The State of Alabama } I, David Edwards a Justice of the
Shelby County } Peace, hereby certify that Yancy D Atchison whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.
Given under my hand this the 19th day of February 1878
David, Edwards, J P.

Columbiana March 6th 1878,
This will certify that I have this day transferred this mortgage to Dunn & Nelson, with power to collect the same. I further agree that in case this thirty-five dollars cannot be made out of the property, I will then pay to Dunn & Nelson, all or any part of the balance that may be due.
This March 6th 1878 Jas his x mark Mitchum
H W Nelson
Filed for Record March 11th 1878, & Recorded
March 12th 1878 J T Leper Judge of Probate