Pitts F M & wife To J.R. Somerville

The State of Alabama } Know all men by these presents, that I
Shelby County } F M Pitts do grant in consideration, that I am indebted to J.R. Somerville in the sum of three hundred & forty seven 56/100 dollars which is evidenced by my promissory note being even date with this instrument, and payable to said J R Somerville on the twenty fifth day of November 1878, for the sum of three hundred and forty seven 56/100 dollars, and for the purpose of securing the payment of the same, do grant bargain, sell and convey to said J.R. Somerville the following described real estate, to wit: the North East quarter, the North west quarter, and that part of the South west quarter lying North of the Spring branch, and that part in the North west corner of the South East quarter North of the Spring branch as the fence now bounds it and along said fence in a north Easterly direction to a Pine tree on the East and west line dividing the South East & North East quarters containing a half acre more or less of the North East quarter of Section thirty six Township twenty and Range one East, and the South East quarter of the South East quarter of Section twenty five Township 20 & Range 1 East with all the improvements and appertenances thereto belonging, to have and to hold to the said J.R. Somerville 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 25th day of November 1878 when the same falls due, then this conveyance is to be void; but if I fail to pay said note in part or in full, then the said J.R. Somerville is hereby authorized to take possession of said land above described, and after giving thirty days notice of the time and place of sale, in at least three public places, to sell the same to the highest bidder for cash in the Village of Wilsonville, and to execute titles to the purchaser, and to debate the proceeds of said sale, to the payment, 1st of the expenses of advertising, selling and conveying. 2nd of the amount, with interest, that may be due on said note; and lastly if there be any surplus of said proceeds, the same is to be returned to the undersigned.

Witness our hands and seals, this the 4th day of March 1878.

attest:

David Edwards

F M Pitts (Seal)
her
Mary Ann x Pitts (Seal)
mark

Filed by Payee to J.R. Somerville

This Mortgage is satisfied in full Oct 29/96

The State of Alabama } I David Edwards a Justice of the
Shelby County } Peace hereby certify that T M Pitts
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, also his wife Mary Ann
Pitts whom being examined separate and apart
from husband acknowledged before me that she
signed the same without fear or compulsion, and
that she signed the same of her own free will
and accord on the day the same bears date,
Given under my hand this the 4th day of March
1878,

David Edwards J.P.

Filed and Recorded March 27th 1878,

J T Leeper Judge of Probate