Scott Horton wife to Elliott & Grant. 125

$144.50 No Columbiana Ala. Jan. 23. 1891.

On November 1st after date promise to pay to the order of Amos M. Elliott and Sara E. Grant the just and full sum of one Hundred and Forty-four and 50/100 dollars negotiable and payable at Columbiana Ala. with interest from date on $94.00 of the above amount, And in case this note is not paid at maturity we agree to pay all costs of collection not less than 10 per cent, and all attorney's fees; each of us whether maker or endorser, hereby waive and renounce for myself and family any and all homestead or exemption rights we may have guaranteed to us, by the Constitution or Statute laws of the State of Alabama or any of these United States. Given under our hands and seals this day and date above written, for value received. (L.S.)

Attest (L.S.)

The State of Alabama } S.S.
Shelby County }

This deed of mortgage made and entered into on this the 23 day of January 1891. between Scott Horton and Cherry Horton Husband and wife, the party of the first part of the County of Shelby State of Alabama and Amos M. Elliott and Sara E. Grant of the second part, of the county of Shelby and State of Ala. Witnesseth that the party of the first part, being indebted to the party of the second part in the sum of $144.50/100 evidenced by the above promissory note even date herewith. and being desirous of securing the payment of the same, in consideration thereof has bargained, sold and conveyed by these presents does bargain, sell and convey to the said party of the second part, the property hereinafter described, that is to say, situated in the county of Shelby in the state of ___ and more particularly known as the Saxon Tract and situated on the S.E. 1/4 of NE 1/4 of Sec. 34. Township 21. Range 1 West also all my crop I may raise or cause to be raised in Shelby County this year. From the above land however there shall be excepted 10 acres which was deeded to Anthony Horton.

To have and to hold, to the said party of the second part, his heirs and assigns, forever. But this Deed is intended to operate as a mortgage, and is subject to the following condition, that is to say if: If the party of the first part shall pay and satisfy the debt above described, at the time or before the same falls due, then this conveyance to be null and void, and of no effect; but no default of such payment, then the party of the second part may take the above described property into his possession, and may, without having the same in pos-

session, sell the same as they may deem best, at either public or private sale, and shall apply the proceeds to the payment of the expense incident to said sale, including all costs of collection, taking possession of property, and all attorney's fees. And it is further agreed that the mortgagee may buy the above property, if sold at auction. And it is further agreed, if the party of the first part should hereafter become further indebted to the party of the second part, this Mortgage shall stand as security for such further indebtedness the same as though it were specifically mentioned in the same.

We further certify that the above property has no previous lien or incumbrance of any kind thereon. In Testimony whereof we Scott and Chaney Horton the parties of the first part have hereto set their hands and affix their seals, the day and year above written

Signed, sealed and delivered in presence of. Scott Horton [L.S.]
Chaney her X mark Horton. [L.S.]

The State of Alabama }
Shelby County } I, Gordon LeBosc Notary Public and Ex-officio Justice of the Peace in and for said County, hereby certify that Scott Horton 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 thereof, he voluntarily executed the same on the day of its date.

Given under my Hand, this 23 day of Jany A.D. 1891
Gordon LeBosc N.P. & Ex-off. J.P.

The State of Alabama } I, Gordon LeBosc Notary Public
Shelby County } and Ex-officio Justice of the Peace, do hereby certify that on the 23 day of Jany 1891, came before me the within named Chaney Horton known to be the wife of the within named Scott Horton who being examined separate and apart from the husband touching her signature to the within Mortgage and acknowledged that she signed the same of her own free will and accord, and without fear, constraints or threats on the part of her husband. In witness whereof, I have hereunto set my hand, this 23rd day of Jany A.D. 1891. Gordon LeBosc N.P. & Ex-off. J.P.

Filed for record 23rd day of Jany A.D. 1891.
N.R. Cobb. Judge of Probate.