Richard Tinney and Wife to L. T. Grant Administrator A. M. Elliott decd 140

$450.00 Columbiana Ala. March 2. 1891.

On or before Nov 1st 1891 I promise to pay to the order of L. T. Grant admr estate of A. M. Elliott the just and full sum of four hundred and fifty dollars, negotiable and payable at office of Brown & McMillan, Columbiana with interest from date at 8 per cent. And in case this note is not paid at maturity I agree to pay all costs of collection not less than 10 percent, and all Attorney's fee: each of me whether maker or endorser, hereby waive and renounce for myself and family any and all homestead or exemption rights I may have guaranteed to me by the Constitution or Statute Laws of the State of Alabama or any of these United States. Given under my hand and seal this and date above written, for value received.

Attest: W. R. McMillan. Richard Tinnie.

The State of Alabama } SS.
Shelby County }

This deed of Mortgage, made and entered into on this the 2nd day of March 1891, between Richard Tinnie and Frances Tinnie husband & wife the party of the first part, of the county of Shelby and State of Ala. and L. T. Grant admr. estate A. M. Elliott of the second part, of the county of Shelby State of Ala. Witnesseth, That the party of the first part, being indebted to the party of the second part in the sum of ($450.00) evidenced by the above Promissory Note for that amount bearing interest from date, to-wit: March 2nd 1891, and due Nov 1 1891, and being desirous of securing the payment of the same, in consideration thereof have bargained sold and conveyed by these presents do bargain, sell and convey to the said party of the second part, the real property hereinafter described, that is to say, situated in the county of Shelby in the State of Alabama and more particularly known as the South West quarter of the South East quarter of section thirty three, Township Twenty one range one West, also all that part of the east half of the South East quarter of section Thirty three Township Twenty one Range one West, that lies South of the Public dirt Road leading from Columbiana to Shelby Springs, the first sub-division above described containing forty acres more or less and the latter described sub-division containing forty-seven acres more or less. 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 on 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 possession, sell the same as they may deem best, at either public or private sale, and shall apply the proceeds to the payment of the expenses incident to said sale, including all costs of collection, taking possession of property, and all attorneys 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 encumbrance of any kind thereon.

In testimony whereof we Richard Tinney and Francis Tinney ~~his wife~~ husband and wife the party of the first part have hereto set our hands and affixed our seals the day and year above written

Signed, sealed and delivered in the presence of. D.R. McMillan, Richard Tinney [L.S.]
Jas. Evans Francis ~~his~~ mark Tinney [L.S.]

The State of Alabama}
Shelby County} I, L.R. McMillan, register in Chancery in and for said County hereby certify that Richard Tinney & his wife Francis Tinney whose name are signed to the foregoing conveyance, and who are known to me, acknowledged before me, on this day, that being informed of the contents thereof, they voluntarily executed the same on the day of its date. Given under my hand, this 2nd day of March A.D. 1891. L.R. McMillan, Register.

The State of Alabama}
Shelby County} I L.R. McMillan, Register in Chancery in and for said Co. do hereby certify, that on the 2nd day of March 1891. came before me the within named Francis Tinney known to me to be the wife of the within named Richard Tinney who being examined separate and apart from the husband touching her signature to the within conveyance acknowledged that she signed the same of her own free will and accord, and without fear, constraint or threats on the part of her husband. In witness whereof I hereunto set my hand this 2nd day of March A.D. 1891

L.R. McMillan. Register.

Filed for record March 2nd 1891.
H.R. Cobb. Judge of ~~the~~ Probate