Morgan Bros, Merchants Montevallo Ala Nov. 3rd 1898
In Consideration of Seventy dollars $70.00 in hand paid by James Whorton for which I transfer my Mortage made by Eli Young & Jane Young for said James Whorton to hold and collect, and I hereby wave all my rights as set forth in this Mortgage

Witness:
J. Alx Moore
G. W. Morgan

J. R. Burgess (Seal)

The State of Alabama
Shelby County } This Indenture made and entered into this the 18 day of January A. D. 1895 between Eli Young & James Young debtor of the first part, and J. R. Burgess

creditor of the second part. Witnesseth: That whereas the said party of the first part is justly indebted to the party of the second part in the sum of Two Hundred Dollars, due by four notes fifty dollars each and payable on or before the 1st. day of Nov. 1894-1-1895-1-1896 & 1897 and the said party of the first part being desirous to secure the payment of said indebtedness, for and in consideration thereof the said party of the first part has sold, and hereby sells & conveys to the said party of the second part, the following described property, to wit: S. W ¼ NE ¼ Sec 26 T 21 R 2 and it is agreed that in the event that the said Eli Young fails to make prompt payment of either of said notes or any part of either of them the remaining part of said indebtedness shall fall due and the said Jas. R. Burgess shall have the right to foreclose this Mortgage at the time of such foreclosure in the manner described herein.

To have and to hold, in trust as follows:

It is hereby agreed that the said party of the first part is to have and retain possession of said property until the 1st day of Nov. 1894 and if the party of the first part shall fully pay to the said party of the second part said debt and interest thereon, and reasonable expenses hereof by said 1st day of Nov 1894 then this indenture is to be null and void. But upon default of such payment the said party of the second part is hereby authorized to take into possession and sell said property to the highest bidder for cash, at such time and place as he may select after giving 20 days notice of the time and place of said sale by publication in a newspaper, if one is published in the County, or by posting at three public places, and out of the proceeds of said sale retain the sum of Two Hundred dollars, and interest thereon, and the reasonable costs hereof, and the balance, if any, pay to the said party of the first part. And it is agreed that the party of the second part may purchase at the sale.

Signed sealed and delivered this 18 day of

January 1895 in presence of

Elic his X mark Young (Seal)
Jane her X mark Young (Seal)

The State of Alabama } I, A. Leonard a Justice of
Shelby County } Peace for said County hereby certify that Elic Young whose name is signed to the foregoing conveyance, and who are known to me acknowledged before me on this day, that being informed of the contents of the conveyance executed the same voluntarily, on the day the same bears date.
Witness my hand, this 18 day of January 1895.
A. Leonard J. P.

The State of Alabama } I, A. Leonard a Justice of
Shelby County } Peace for said County hereby certify that Elic Young whose name is signed to the foregoing conveyance, and who are known and State aforesaid, do hereby certify that on the 18th day of January 1895, came before me the within named Jane Young known or made known, to me to be the wife of the within named Elic Young who, being by me examined separate and apart from her husband touching the 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 18 day of January 1895
A. Leonard J. P.

Filed for record Dec. 23 1904 & recorded
A. P. Longshore
Judge of Probate