State of Alabama } Know all men by these presents:
Shelby County } That for and in consideration of our indebtedness to C. W. Chesser & Company in the sum of One Thousand, Two hundred & Fifty ($1250.00) Dollars, evidenced by a certain promissory mortgage note, dated the 21st day of November 1908, and payable on the 1st day

of June 1909, with interest from date at 8%, payable at the First National Bank of Birmingham, Alabama.

Now to secure the payment of said note or any part thereof we, E.S. Falkner and T.C. Elliott doing business as Falkner & Elliott do hereby grant, bargain, sell and convey unto the said C.W. Chesser and Company, the following described personal property, to wit:

1. No 1 rubbering saw mill and fixtures, 1, 15 horse power Erie City Engine, 2, 20 horse power boilers and fixtures, 1, 1 Hunkville Edger, 1, 3 3/4 Millburn drag and chains, 1 Red and white spotted ox named Red, 1 Red and white spotted ox named Lep, 1 White and dun colored ox named Lep, 1 Brindel ox named Ben, 1 Red ox named Bob, 1 Red ox with white spot on face named Mike, 1 Red ox named Roule, 1 Red ox named Rollie, 1 White ox with small red spots named Tom, 1, Dark dun colored ox named Blue. Said property being situated near Sterrett in Shelby County, Alabama, warranted free from all incumbrances and against any adverse claims.

Upon condition, However, that if we pay said note to the said C.W. Chesser & Company, or to their assigns, with interest, this deed to be void, but if we fail to pay said note in whole or in part at maturity, then the said C.W. Chesser & Company, their agents or assigns, are authorized to take possession of said property and after giving fifteen (15) days' notice by posting a written notice at the Post Office at Sterrett, Shelby County, Ala., to sell the same at auction, to the highest bidder, for cash, at the saw mill of the grantors herein, and the proceeds to divide to the paying first, the expense of advertising and selling, and the payment of a reasonable attorney's fee for foreclosing this mortgage, and second, the amount, with interest, that may be due on said note, and the surplus, if any, to be turned over to the undersigned. And the mortgagee or his assigns are authorized to bid and become the purchaser at said sale.

Witness our hands and seals on this the 21st day of November 1908.

T.C. Elliott (Seal)
E.S. Falkner (Seal)

State of Alabama } I, G. W. Clements, a N.P. & Ex off J.P. in
Shelby County. } and for said County and State hereby
certify that T.C. Elliott and E.P. Faulkner, whose names are
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, they executed
the same voluntarily on the day the same bears date.
Given under my hand this the 21st day of November 1908.

G. W. Clements N.P. & Ex off J.P.

Filed and recorded Nov. 24th 1908.

A. S. Longshore Judge of Probate.