

Kelly Sam'l / This Indenture, made and entered into this 19th day of January, 1854, between Samuel Kelly of the first part, and Samuel Brasher & Co. of the second part, witnesseth; That whereas the hereinafter described lands were conveyed to the said party of the first part by two Deeds in trust made by John B. Ussery, the 1st on the 10th day of February, 1854, the other by the said Ussery on the 19th day of February, 1854, to secure certain debts therein described, the first recorded in Deed Book K page 455 the other recorded in Deed Book K page 462, with power of sale after the 25th day of November, 1854, in the 1st Deed and the second after the 10th of February, 1855, and after the law day in each of said Deeds had fully expired and the said debts secured by said Deeds remaining unpaid, the said party of the first part pursuant to the power of sale given in said Deeds advertised the said herein-after described land as required by said Deeds to be sold on this 19th day of January, 1854, at the Court-house door in the Town of Columbiana, that after said advertisements were posted up and before said sale the said lands were levied upon by attachment at the suit of J. & S. Brasher, for the sum of One Hundred and Four ~~65/100~~ ~~Dollars~~ as the property of the said John B. Ussery, said attachment returnable to the Circuit Court of Shelby county, State of Alabama, and also by attachment at the suit of J. Brasher & Co. against said John B. Ussery for the sum of Thirty-One, also returnable before H. V. Nabors, a Justice of the Peace of Shelby county; that on this 19th day of February, 1854, pursuant to said power

in said Deeds of Trust the said party of the first part, did at the Court-house door sell to the highest bidder the said lands conveyed to him by said Deed to wit: the South-West fourth of the South-West fourth of section twelve (12) and the N.E. $\frac{1}{4}$ of the North East fourth of section fourteen (14) and Township twenty-two (22) of Range one (1) East, at which said sale Samuel Brasher became the purchaser of said lands at the sum of Two Hundred and Seventy-Five Dollars, and having fully complied with the terms of said sale by paying off and discharging the said debts secured by said Deeds in trust, to wit - the sum of One Hundred and Thirty-Three $\frac{50}{100}$ Dollars, and by paying into Court the sum of One Hundred and Forty-Two $\frac{50}{100}$ Dollars to abide the judgment of said Court in the said suits by attachment as above set forth: Now for and in consideration of the premises, the said party of the first part hereby sells and conveys to the said party of the second part all such right, title, claim and interest in and to said lands and premises as vests in him by virtue of said Deeds in trust and proceedings thereunder: to have and to hold for ever to the said party of the second part their heirs and assigns, hereby warranting only such title as vests in him the said party of the first part by virtue of said Deeds in trust. Given under my hand and seal this the day and year first above written.

Samuel Kelly
mark Seal

The State of Alabama,
Shelby county. I, J. M. McClanahan, Judge of Probate for said county, hereby certify that Samuel Kelly, whose name is signed to the within Deed and who is known to me appeared before me this day and acknowledged that being informed of the contents thereof, he executed the same voluntarily on the day the same bears date and for the purposes therein contained. Witness my hand this 19th day of January, 1857. J. M. McClanahan, Judge of Probate.
Filed & recorded January 24th, 1857.

J. M. McClanahan, Judge of Probate,