Mardis N. B.

to

Brasher T. H. & S.

The State of Alabama, } Know all men by these presents that
Shelby County. } ~~we~~ Ruben Mardis late of said county dec'd, did in his life-time convey by Deed in writing to Napoleon B. Mardis his estate real and personal, and took from the said Napoleon his obligation in writing, on the happening of a certain event (the death of Margaret the wife of said Ruben) to divide the same among the surviving children of him the said Ruben; that afterwards on the 16th day of March, 1852, the said Margaret and surviving children and heirs of estate of said Ruben, according to said Deed and obligation, entered into an agreement in writing to divide said property real and personal by assigning to said Margaret one fifth part of the personal property, and a life-time estate in and to one third part of the real estate; that the personal estate being divided, the lands for the purpose of division was under and by virtue of said agreement advertised and offered for sale to the highest bidder (that is that part thereof not assigned said Margaret as Dower) that at said sale Thomas H. Brasher and Samuel Brasher of said county being the purchasers of the East half of the N. E. 1/4 of fractional Section thirteen of Township twenty-one of Range one East, containing seventy-nine acres more or less; the West 1/2 of the N. E. 1/4 of fractional Section same Township and Range, except 20 acres off the South end of said above described land, set off as part of the widow's Dower; and also Twelve 68/100 acres more or less off the North end of the South-East fourth of fractional Section thirteen of Township twenty-one of Range one East, which lies above Dr. E. C. Wilson's Spring branch; all in the Tuscaloosa Land District of said State of Alabama, for the sum of Ten Dollars per acre. Now, therefore, in consideration of the premises, and of Fifteen Hundre and Sixteen Dollars 25/100 to me in ~~hand paid~~ by the said Thomas H. Brasher and Samuel Brasher, the receipt of which is here acknowledged, I, the said Napoleon B. Mardis have bargained, ~~and~~ sold and conveyed, and do by these presents bargain, sell and convey and confirm unto the said Thomas H. Brasher and Samuel Brasher the said tracts and parcels of land above described being parcel of the real estate of said Ruben Mardis dec'd, conveyed as aforesaid: to have and to hold the same to them, their heirs and assigns forever. And I the said Napoleon B. Mardis for myself, my heirs &c. warrant and will by these presents ever defend the right and title to the said tract of land to said Thomas H. Brasher and Samuel Brasher, their heirs and assigns against the heirs of the estate of said Ruben Mardis

Mardis dec'd, and all others. Witness my hand and seal, 13th day of January, 1857.

N. B. Mardis.

The State of Alabama,
Shelby county. } Before me, John M. McClanahan, Judge of the Probate for said county of Shelby, personally came Napoleon B. Mardis, known to me to be the same person who signed the foregoing Deed, and acknowledged that he signed, sealed and delivered the same on the day and year therein mentioned to the said Thomas H. Brasher and Samuel Brasher. As witness my hand at office in the Town of Columbiana this day of February, A. D. 1857.

J. M. McClanahan, Judge of Probate.

Filed ~~[illegible]~~ Feb. 26, 1857 & recorded Feb. 27, 1857.

J. M. McClanahan, Judge of Probate.