This Indenture made and entered into this 27th
day of Nov AD 1861 between Jonathan M Gurion dec
on of the first part and Abenelec H Brasher Condeton
of the second part both Citizens of Shelby County Ala
bama Witnesseth that the said party of the first
part is justly indebted to the said party of the second
part in the sum of Twenty Seven 50/100 dollars due
by a promissory note bearing even date herewith
and payable one day after the date thereof
and the said party of the first part being
anxious to secure the payment of said note
now therefore in Consideration of said indebted
ness and in Consideration of the further sum of
One dollar to him in hand paid the said Jonathan
M Gurion party of the first part has this day
bargained and sold and by these presents do
grant bargain sell and Convey unto the said
Abenelec H Brasher party of the second part the
following described lands viz the North East quar
ter of the South East quarter and the North West
quarter of the South East quarter of section 26
Township 24 Range 14 East to have and to hold
to him and his heirs forever in trust however
upon the following Conditions that if the
said Jonathan M Gurion shall pay said note
and interest thereon by the 25 day of Dec
next then this Conveyance to be void and
of no effect & the title to said land to revert

in the said Jonathan M Gunn as fully as though this Conveyance had not been made but should the said Jonathan M Gunn fail to pay said note and interest thereon or any part thereof by said 25 day of December 1861 then the said Abernathie & Brasher is hereby authorized & empowered to take possession of said land and after giving ten days notice of the time & place of sale by advertisements posted up at three public places in said County proceed to sell said land at public out cry for Cash and with the proceeds of said sale pay off and satisfy said note and interest or any part thereof that may remain unpaid at the time of said sale as well as pay the expense of this Conveyance — given under my hand and seal this 27 day of November A D 1861

In presence of Jonathan M Gunn his mark (Seal)
Jas T Lufsin
A M Elliott

The State of Alabama Shelby County I Felix McCallahan Judge of Probate in and for said County hereby certify that James T Lufsin a subscribing witness to the foregoing Conveyance has been duly sworn to in my office before me this day and being sworn states that Jonathan M Gunn the Grantor in the Conveyance voluntarily executed the same in his presence and in the presence of the other subscribing witness on the day the same bears date that he attested the same in their presence of the grantor and of the other witness and that such other witness subscribed his name as a witness in his presence given under my hand this 27 day of Nov A D 1861

F M McCallahan
Judge of Probate

Filed 27 & recorded 28 Nov 1861
F M McCallahan Judge