

Thos B. Brints
To
A. Killough

State of Alabama This indenture made and
Shelby County & entered into this 22nd day of
April 1871 between Thomas B. Brints debtor of the first
part and Abner Killough Creditor of the 2nd part
Witnesseth: That whereas the said party of the first
part is justly indebted to the party of the 2nd part
in the sum of Eighteen hundred & fifty six & 83/100
dollars due by two promissory notes one for eight
hundred forty eight & 17/100 dollars with due from
1st of January last & due 1st of January next after date &
dated 22nd April 1871 & the other note for one thousand
& eight & 70/100 dollars due on the 1st day of January
1872 and the said party of the 1st part being desirous
to secure the payment of said indebtedness for and
in consideration thereof & for the further con-
sideration of the sum of one dollar to the said
party of the 1st part in hand paid by the said
party of the 2nd part receipt whereof is hereby acknow-
ledged the said party of the 1st part has sold
thereby sells & conveys to the said party of the 2nd part
the following described property to wit: The 1/4th of

of S¹/₄ or N¹/₄ of S¹/₄ & S¹/₄ of N¹/₄ part of S¹/₄ of T¹/₄ &
part of S¹/₄ of N¹/₄ all in Sec 11 T¹/₂ 22 of R¹/₃ west in
Trasculowan land dist. The above land is
more fully described in a Map made by town
which is attached to a deed this day made by
A. Kellough wife to Thos. B. Bristol for the land herein
described & this deed or mortgage is to secure the
purchase money for said land & to have and
to hold in trust as follows it is hereby agreed that
the said party of the 1st part is to have and retain
possession of the said property until the first
day of January 1872 And if the said party of the
1st part shall fully pay to the said party of the 2nd
part the first note described in this Mortgage
& the interest due thereon up to the 1st day of January
1872 Then it is understood and agreed that
the said Thos. B. Bristol is to wait on the said
A. Kellough until the 1st day of January 1873 for the
last described note but should the said Thos. B. Bristol
fail to pay off the 1st note as above on or before
the 1st day of January 1872 Then the said A. Kellough
shall sell for the entire debt and if the said party
of the 1st part shall fully pay to the said party of the
2nd part said debt as agreed above with interest thereon
and reasonable Expenses hereof by said 1st day of
January 1872 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 in the town of
Monticello at the usual place in said town
for sheriff sales after giving Twenty days notice
by posting up written advertisements at two or
three public places in Shelby County Ala; and
out of the proceeds of said sale retain the sum
of Eighteen hundred fifty six & 7/100 dollars and
interest thereon & the reasonable costs hereof & the
balance if any pay to the said party of the 1st part
Signed sealed & delivered this 2nd day of Thos. B. Bristol
day of April 1871 in presence of A. Kellough
(U.S. Revenue Stamp \$2)

on this day that being informed of the contents
 of the conveyance they executed the same Good
 instantly on the day the same bears date
 Witness my hand this 22nd April 1871.

Barristers & Co

Filed for Record May 9th 1871 Received
 May 12th 1871 James T. Deane Judge of Probate