Brasher T. H. & Wife To Duran Nelson

The State of Alabama } This Indenture made and
Shelby County } entered into this 13th day of
January 1873 between T. H. Brasher
& A. M. Brasher debtors of the first part and Duran
& Nelson creditor of the 2d part Witnesseth; That whereas
the said party of the first part is justly indebted to the
party of the 2d part in the sum of One thousand
forty Seven 67/100 Dollars. Note dated Jany 13th, 1873, due
by promissory note for, Moneys, supplies that has
been used on the farm, and payable on or before
the first day of November 1873; and the said party
of the 1st part being desirous to secure the payment
of said indebtedness: for and in consideration thereof
and for the further consideration of the sum of one
dollar, to the said party of the 1st part in hand
paid by the said party of the 2d part receipt whereof
is hereby acknowledged the said party of the 1st part
has sold & hereby sells and conveys to the said
party of the 2d part, the following described property

to wit. East half of the South East quarter of fractional section one, Township 22 Range one East. and the South West quarter of the South East quarter of section Twelve the East half of the North East quarter & NW1/4 of NE1/4 section Twelve Township 22 Range one East, All growing crop Corn & Cotton to be raised on the T. H. Brasher farm in the year 1873 including all rents due to the farm from Renters in the year 1873 also five Brown mules, three mare mules, three ~~Horse~~ mules, but the rents from Margarett N. George & Buck McAdams is not conveyed by this deed, 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 November 1873 and if the said party of the 1st part shall fully pay to the said party of the 2d part said debt with ~~interest~~ thereon and reasonable expenses hereof by said first day of November 1873 then this indenture is to be null & void. But upon default of such payment the said party of the second part is hereby authorised to take into possession and sell said property to the highest bidder for cash after giving Ten days notice of the time and place of said sale by publication in a newspaper if one is published in the County or by posting at three public places, and out of the proceeds of said sale retain the sum of One thousand forty seven 67/100 dollars and interest thereon and the reasonable costs hereof, and the balance if any, pay to the said party of the first part.

T. H. Brasher (Seal)
A. M. Brasher (Seal)

Signed sealed & delivered this 13th day of Jany 1873 in presence of

The debt secured by this deed is fully paid and this mortgage is hereby released and discharged — January 22 1874.
D. McDaniel & Wife

The State of Alabama } I James T. Leeper Judge
Shelby County } of Probate for said County hereby certify that Thomas H. Brasher and A. M. Brasher whose names are signed to the foregoing Conveyance and who are known to me appeared before me and acknowledged on this day that being informed of the contents of the Conveyance they executed the same voluntarily on the day the same bears date.

Witness my hand this 13th day of January 1873 —

James T. Leeper Judge of Probate.

Filed for Record & Recorded Jany 13th 1873
James T. Leeper Judge of Probate.