Tinney Joseph
To
Duran & Nelson

The State of Alabama
Shelby County } This Indenture made and entered into this 12th day of March 1873

between Joseph Tinney of said County debtor of the 1st part and Duran & Nelson of said County Creditor of the 2d part Witnesseth! That whereas the said party of the 1st part is justly indebted to the said party of the second part in the sum of four thirty one 68/100 Dollars, and by note this date given for money to take up the notes given for this land and payable on or before the first day of Nov 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 said party of the 2d part receipt whereof is hereby acknowledged the said party of the 1st part has sold, and hereby sells

and conveys to the said party of the 2d part the following described property to wit: The N½W¼ of Section 23, also S½W¼ of Section 23, and the S½ of the NE¼ of Section 23, also the S½ of SW¼ of Section 14, and S½ of SE¼ of Section 14, also the SW¼ of SW¼ of Section 24, and E½ of SE¼ of Section 22 & N½ of SE¼ of Section 23, all in Township Twenty Range one West, 760 acres more or less, 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 said debt with of interest thereon and the reasonable costs hereof by said first day of November 1873 then this indenture is to be null and void; But upon default of such payment the said party of the 2d part is hereby authorized 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 posting at three public places, and out of the proceeds of said sale retain the sum of four thirty one 68/100 Dollars and interest thereon and the reasonable costs hereof by ~~said~~ and the balance if any pay to the said party of the 1st part.

Signed sealed and delivered this 13th day of March in presence of

Frank Wilson

Joseph his X mark Tinney (Seal)
Duran + Nelson (Seal)

The debt secured by this mortgage is paid this 30 day of October 1877 Duran & Nelson

The State of Alabama
Shelby County } I James T. Leeper Judge of Probate for said County hereby certify that Joseph Tinney and Duran + Nelson whose names are signed to the foregoing Conveyance, and who are known to me acknowledged before me 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 March 1873

J. T. Leeper
Judge of Probate.

Filed for Record March 13th 1873 and Recorded April 22d 1873.

Jas T. Leeper
Judge of Probate.