Merrill Jon
To
Duran & Nelson

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The State of Alabama }
Shelby County } This Indenture made and entered into this 21st day of July 1873, between Jonathan Merrill of said County debtor of the first part, and James H. Duran & Hardy S. Nelson partners in name Duran & Nelson Creditors of the 2d part Witnesseth: That whereas the said party of the first part is justly indebted to the party of the second part in the sum of one hundred & ten 30/100 dollars, due by a judgment in Shelby Circuit Court, rendered Spring Term April 3d 1873, in favor of said Duran & Nelson versus said Jonathan Merrill besides costs and taxes on fifa of seventy 10/100 Dollars: And the said parties of the first 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 first part, in hand paid by the said party of the 2d part, receipt whereof is hereby acknowledged, the said party of the first part has sold, and hereby sells and transfers to the said party of the 2d part the following described property, to Wit: One bay mare about eight years old & her colt a bay horse colt, about two months old & one dark bay horse about four years old in my part. And one dun gray horse about three years old, this part Spring all now around by the said Jonathan Merrill & now in his possession, on his farm and at his residence in said County, 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 December 1873, and if the said party of the first part shall fully pay to the said party of the second part, said debt with

interest thereon, and the reasonable Expenses here of by said and the Costs due on the Execution now in the hands of the Sheriff, by said first day of December 1873 to which time the said Judgment & Execution therein is agreed to be suspended 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~~ either by said Execution or said Judgment, or by this Conveyance, 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 One hundred & ten 30/100 Dollars & all costs and interest thereon, and the reasonable Costs hereof, and the balance, if any pay to the said party of the first part.

Signed sealed & delivered this 21st day of July 1873 — Jonathan Merrill (Seal)

The State of Alabama — Shelby County,

I James T. Lupel Judge of Probate in and for said County, hereby certify that Jonathan Merrill 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 21st day of July 1873

J. T. Lupel
Judge of Probate,

Filed for Record July 21st 1873. and Recorded September 8th 1873.

J. T. Lupel
Judge of Probate,