Brasher Leroy
to Sarah Jane
Brasher
To
John A. Daniel

The debt secured by this deed is paid and
this deed discharged
J. A. Daniel

The State of Alabama
Shelby County } This indenture made
and entered into this
31st day of January 1874, between Leroy
Brasher, and Sarah Jane Brasher debtors
of the first part, and John A. Daniel
Creditor of the second part, Witnesseth:
That whereas the said party of the first part
is justly indebted to the said party of the
second part in the sum of Eighty dollars
due by the twenty fifth day of December
1874: and the said party of the first part
being desirous to secure the payment of
said indebtedness, for and in consider
ation thereof, and for the further consider
tion thereof, and for the further consid
eration ~~of thereof~~ sum of one dollar in
hand paid by the said party of the second
part, to the said party of the first part,
receipt whereof is hereby acknowledged
the said party of the first part has sold
and hereby sells and conveys to the said
party of the 2d part, the following descri
bed property to wit: One dark bay horse
about four years old medium size, to
have and to hold in trust, as follows:
It is hereby agreed that the said party of
the first part is to have and retain posses
sion of the said property until the twenty
fifth 25 day of December 1874, 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 costs hereof, ~~and the forbearance~~

ley said 25th day of December 1874. 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, after giving ten days notice of the time and place of sale by publication in a newspaper if one is published in said County or by posting at three public places, and out of the proceeds of said Sale retain the sum of Eighty Dollars, 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 31st January 1874,

Leroy his + mark Brasher (Seal)
Sarah J. his + mark Brasher (Seal)

The State of Alabama = Shelby County =

I, James L. Vandiver an acting Justice of the Peace for said County, hereby Certify that Leroy Brasher and Sarah J. Brasher, 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 31st January 1874,

James L. Vandiver,
Justice of the Peace,

Filed for Record February 2d 1874 and Recorded Feby 6th 1874

J. T. Leeper
Judge of Probate,