O'Brien R. E. & Wife To E. W. North,

The State of Alabama }
Shelby County } This indenture made and entered into this 24th day of January A.D. 1874 between Robert E. O'Brien and M. A. O'Brien, his wife, creditors of the first part, and Edwin W. North, 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 six hundred dollars due by his promissory note, bearing even date herewith and payable on or before the first day of January A.D. 1875. with interest from 1st day of January 1874, and given for the balance of the purchase money for the hereinafter described premises, And the said party 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 second 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 second part the following described property to wit: The South West fourth of block No 11 in the Town of Montevallo County and State aforesaid, fronting West on Shelby Street, bounded on the South by Valley Street, east by the lot belonging to and occupied by Mrs A. R. Brown, and on the West by Street. Said lot containing one half acre more or less, together and singular all the appurtenances thereunto belonging, or in any wise appertaining 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 possession of the said property until the first day of January A.D. 1875 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 reasonable expenses hereof by said 1st day of January A.D. 1875 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 thirty days notice of the time & place of said sale by publication of notices posted at three public places in said County and out of the proceeds of said sale retain the sum of six hundred dollars & interest thereon as above stated, and the reasonable costs hereof, and the balance if any pay to the said party of the first part.

Signed sealed & delivered this day of January 1874 in presence of } R. E. O'Brien (Seal) M. A. O'Brien (Seal)

The State of Alabama
County of Shelby } I R. D. Harris N.P. & Ex Officio Justice of the Peace in and for said County hereby certify that Robert E. O'Brien and M. A. O'Brien his wife, 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 24th day of January A.D. 1874.

R. D. Harris
N.P. & Ex Off J.P.

The State of Alabama
Shelby County } I R. D. Harris N.P. & Ex Off J.P. in and for said County hereby certify that on the 24th day of January 1874 came before me the within named M. A. O'Brien, known to me to be the ~~within~~ wife of the within named Robert E O'Brien who being by me examined separate and apart from her husband touching the signature to the within mortgage, acknowledged that she signed the same of her own free will and accord, and without fear constraint or persuasion of her husband

In witness whereof I hereunto set my hand this 24th day of January A.D. 1874.

R. D. Harris
N.P. & Ex. Off J.P.

Filed for Record Feby 6th 1874 and Recorded February 7th 1874.

C. F. Leiper
Judge of Probate.