Frost Sol. v. Durand & Nelson

For value received we hereby transfer this mortgage with ballance due thereon, of $19.32 1/100 dollars together with all our rights privileges and interests belonging thereto. This 26th day of February 1875. — To Wm. P. Gaston — Mortgagee. Durand & Nelson — Mortgagors. For Durand & Nelson — Attys.

The State of Alabama
Shelby County

This Indenture made and entered into this 13th day of March 1874, between Solomon Frost and George McElwaine debtor, of the first part, and Durand & Nelson, creditors of the second part witnesseth: That whereas the said party of the first part are justly indebted to the said party of the second part, ~~the receipt whereof is hereby acknowledged the said party of the first part has~~ in the sum of One hundred Dollars, due by note dated March 13th and payable on or before the first day of Nov 1874: and the said party of the first part being desirous to secure the payment of said indebtedness, for and in consideration whereof, and for the further consideration of the sum of One Dollar to the said party of the first part in hand paid, 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:

All the crop corn and cotton to be raised by either of us in the year

1874, also one sorrel Horse about Eight years old, left Eye out, also one sorrel mare mule about ten years old. Two Milch Cows & Calves, one the Cow is white, the other white and black. Also one Open sled about two years old 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 1874; and if the said party of the first part shall fully pay to the said party of the second part said debt with in interest thereon, and reasonable Expenses hereof by said first day of Nov 1874 then this Indenture is to be null and void. But upon default of such payment the said party of the sec and 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 One hundred dollars and interest thereon; and the reasonable Cost hereof, and the balance if any pay to the said party of the first part.

Signed sealed & delivered this 13th day of March 1874 in presence of J. T. Lupin

Solomon his + mark Frost (Seal)
George McElvaine (Seal)

The State of Alabama
Shelby County

I James T. Lupin Judge of Probate for said County

hereby Certify that Solomon ~~Moore~~ Frost and George McElvaine 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 1874.

J. T. Lupin
Judge of Probate.

Filed for Record July 21st & Recorded July 31st 1874.

James T. Lupin
Judge of Probate.