

The State of Alabama }
 Shelby County } 2

This indenture made this tenth
 and forty nine ^{day of} march eighteen hundred
 and sixty nine between William Dechays of the first part
 and Amos R Lyman of the second part and H Butler
 of the third part all of the State and County above
 named witnesses That whereas the said William
 Dechays is indebted to the said H Butler & Co

The sum of three hundred and eighty one dollars and eight
 -ly eight cents the same being a promissory note dated March 10th
 eighteen hundred and forty nine bearing interest from date and
 due on the first day of January next & the said Wilkin
 Deshazo has bargained sold aliened and conveyed and by these
 presents doth buy and sell alien and convey unto the said
 Henry R Lyman for and in consideration of the sum of
 five dollars of lawful money to the said Wilkin Deshazo
 by the said Henry R Lyman in hand paid at and before
 executing and delivery of these presents the receipt whereof is here by ac-
 knowledged the following described land to wit being in Town
 twenty three section thirteen north East quarter of section the ten range
 three East of Youcatla District the above described land being
 in the county of Shelby and State of Alabama and the land
 where the said Wilkin Deshazo now lives & Wilkin Deshazo
 do for myself my heirs and assigns warrant and will ever
 defend unto the said Henry R Lyman a good and lawful
 right to the land herein described against all and every person
 whatsoever in trust now or hereafter should the said Wilkin Deshazo
 pay or cause to be paid to the said Butler & Co the note herein
 described on or before the first day of Jan next then this obligation
 to be void and of no effect but should the said Wilkin Deshazo
 fail to pay the same on or before the first day of Jan next in that
 case the said Henry R Lyman may proceed to sell the land
 herein described at the house where the said Wilkin Deshazo now
 lives first giving fifteen days notice and the said Henry R Lyman
 shall apply the proceeds to the payment of the note herein described
 and if there should remain a balance in the hands of the said Henry
 R Lyman arising from the sale of the within described land
 after paying the within described note then the said Henry R
 Lyman shall pay the same over to the said Wilkin Deshazo after
 paying the Expenses of carrying the trust into effect

Given under my hand and seal this the tenth day
 of March eighteen hundred and forty nine

Wilkin Deshazo

The State of Alabama } Before me James M Nabors an
 Shelby County } acting Justice of the Peace and for
 said the county of Shelby personally appeared Wilkin Des-
 hazo and acknowledged that he signed sealed and delivered
 the within deed to Hiram Butler & Co for the purpose therein
 mentioned and on the day and date therein written

Given under my hand and seal this 10th day
 of March 1849

James M Nabors

Filed 10th March 1849 and recorded in line } Justice of the Peace
 & Henry R Lyman accept the trust confided in me by the
 within deed
 Henry R Lyman