

Robertson the State of Alabama This Indenture made  
for Shelby County and entered into this  
McClanahan 8<sup>th</sup> day of April 1853 between Arthur  
Robertson the debtor of the first part and  
D. A. McClanahan Creditor of the second  
part witnesseth that the party of the  
first for and in consideration of one  
Dollar to him in hand paid as also  
for the consideration hereinafter expressed  
and contained hath agreed and transferred  
Bargained & Sold and doth hereby assign  
transfer Bargained Sell unto the said  
party of the second part all right title  
& Interest or claim of the party of the first  
part of in and to the following described  
property (viz) one Dark Mare Mule  
supposed to be 5 years old one ox Wagon  
now in my possession & all my Crop  
of Wheat Corn Cotton oats & fodder  
that I make on my farm this year (1853)  
which said property is transferred as  
aforesaid by the said party of the first  
part unto the said party of the second  
part in trust and for the purpose of  
securing the payment of Two Hundred  
& Sixty five  $\frac{7}{10}$  or Dollars in 6 promissory  
notes one Note due 1<sup>st</sup> Jan 1852 for Forty Dollars  
Dollars one Note due same time for Fifty  
Dollars one Note due same time Forty Two  
Dollars one Note due same time Thirty  $\frac{8}{10}$  or  
Dollars one Note due 1<sup>st</sup> Jan 1853 for Fourty  
 $\frac{9}{10}$  or Dollars and one Note due to day for said Mule  
for one hundred & Twenty Dollars all made  
payable to the said D. A. McClanahan  
which said debts said Arthur  
Robertson is anxious and desirous to  
secure and it is hereby Expressly agreed

that the aforesaid property is to remain  
in the placable possession of said Arthur  
Robertson until the said party of the  
Second part shall or may require may  
proceed to see to the highest bidder  
for Cash after having fixed the time &  
place of said sale by giving Twenty  
Days Notice by advertisement in at  
least three public places and out  
of the proceeds of said sale pay him  
self the said Debts herein and hereby  
accrued and the Balance if any pay  
over to the said Robertson but should  
said Debts be fully paid before a sale  
is required than this Deed of trust to be  
void and of no force else to remain in  
full force & effect untill our hand  
I stales the day date above written

A. Robertson Seal  
D. A. McClellan Seal

The State of Alabama J. P. M. Elliott  
Shelby County Justice of the Peace  
for said County hereby certify that  
Arthur Robertson & D. A. McClellan  
Whose names is signed to the foregoing  
Conveyance and who is 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 given under my hand  
this the 8<sup>th</sup> Day of April 1853

Amos M. Elliott J. P.  
Filed and recorded 8<sup>th</sup> day of  
April 1853

J. M. McClellan  
Judge of Probate