McDonald R. to McGraw J. V. & Kidd J. M.

The State of Alabama, Shelby county. } This Indenture made and entered into this 30th day of August, A. D. 1856, between Robert McDonald, debtor, party of the first part, and James V. McGraw and John M. Kidd, creditors, party of the second part, all of the county and State aforesaid, witnesseth that whereas the said Robert McDonald party of the first part is justly indebted to the said J. W. McGraw and J. M. Kidd, party of the second part, in the sum of One Hundred and Fifty Dollars due by two promissory notes of hand, one payable to J. V. McGraw for the amount of Fifty Dollars dated the 21st day of February, 1854, and due one day after date - the other payable to J. M. Kidd for the amount of One Hundred Dollars dated the 5th January, 1856, and due one day after date; the payment whereof the said Robert McDonald, party of the first part, is willing, anxious and desirous to secure; now therefore I, the said Robert McDonald party of the first part, in consideration of the premises aforesaid and in consideration of the further sum of One Dollar to me in hand paid by the said J. V. McGraw and J. M. Kidd do by these presents give, grant, bargain, sell, alien, enfeoff and convey unto the said J. V. McGraw and J. M. Kidd, party of the second part, the following described tract or parcel of land lying and being in the county of Shelby and State of Alabama, viz: the W. ½ of the N. E. quarter, and the East half of the N. W. quarter in Section 15 Township 19 Range One East; the S. E. ¼ of the S. W. quarter Section 10 Township 19 Range one East: to have and to hold to the said J. V. McGraw and J. M. Kidd, their heirs and assigns forever - in trust however upon the following conditions to wit: that if the said Robert McDonald shall pay off and discharge said indebtedness by the first day of January, 1857, then this conveyance to be of no effect, and the title to said land to reinvest in the said Robert McDonald as fully as if this conveyance had not been made. But if the said Robt. McDonald shall fail to pay off and discharge said debts and interest thereon by the said first day of January, 1857, then the said J. V. McGraw and J. M. Kidd shall take the said land into their possession, and after giving thirty days' notice of the time and place of selling by advertisement posted up at three public places in said county proceed to sell the same at public outcry to the highest bidder for cash and with the proceeds of said sale after first paying the expenses of this conveyance pay off and satisfy said debts and interest thereon; and the residue if any pay over

to the said Robt. McDonald. Witness my hand and seal the day and year above written.

Robert McDonald {Seal}

The State of Alabama, }
Shelby county. } I, J. C. Hannah, Justice of the Peace for said county hereby certify that Robt. McDonald, whose name 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, he executed the same voluntarily on the day the same bears date. Given under my hand and seal this 30th day of August, 1856.

Jno. C. Hannah {Seal}
Justice of the Peace.

Filed & recorded Sept. 17th, 1856.
J. M. McCallumhan, Judge of Probate