

O'Hara Jas.

the State of Alabama,
Shelby County.

This Deed of Trust, made and entered
into this 10th day of August, A.D.

to

1857, between James O'Hara, the debtor, of the first part,
and Joseph Roper and John M. McClanahan, the creditors,
of the 2d part, all of the county and State aforesaid,

Roper & Mc.

witnesseth: That whereas the said O'Hara is justly
indebted to the said Roper and McClanahan, the
creditors, of the 2d part, in the sum of Three Thousand
~~Dollars~~ One Hundred and Five 48/100 Dollars (\$3105;
48) as by a promissory note made by said O'Hara to
said Roper and McClanahan, dated 29th July, 1857, and
due on the first of March, 1858, will more fully ap-
pear; which said debt the said O'Hara is anxious
and desirous to secure; - therefore, for and in consid-
eration of the premises, as well the sum of five dollars
to him in hand paid by the said 2d party, the receipt
of which is hereby acknowledged, the said O'Hara has
given, granted, bargained and sold, and by these presents
do give, grant, bargain, sell and convey to said
Roper & McClanahan, their heirs, representatives and
assigns forever, the following described negroes, to wit:
Mariah, Charles, Emily, Clara, Rosetta, Josephus, Thomas
Jefferson, Louisa, Sally, Netty, and Mary, men, women,
boys and girls, the same who are now in the posses-
sion of said James O'Hara, as his own estate and
in his own right; To have and to hold the same
forever - Upon trust, nevertheless, and it is hereby
expressly agreed and understood that said O'Hara is to
retain the possession of said slaves until said debt
falls due and default is made in the payment
of the same. Then said Roper and McClanahan, or
the survivor of them, or their representative may
seize said negro slaves, or any of them, and in
sufficiency thereof sell in the town of Columbiana;
first giving ~~thirty~~ ^{thirty} days' notice of the time and
place of said sale published in one or more news-
papers and by posting up, to the highest bidder
for cash to pay and satisfy said debt, interest and
costs of these ^{this} trusts, and apply the proceeds of said
sale to the payment of the same; and the balance,
if any, of said sale pay over to said O'Hara. But
should the whole of said debt be fully paid
by said O'Hara, on its becoming due and before
the sale of said property, as herein provided for,
then this Deed of Trust to be null and void and
of none effect. Witness our hands and seals the day

and year aforesaid,

J. O'Hara (Seal)
 Jos. Roper (Seal)
 J. M. McClanahan (Seal)

The Stat. of Alabama, } I, N. B. Mardis, an acting Justice of
 Shelby County, S.S. } the Peace in and for said county, hereby
 certify that James O'Hara, Joseph Roper and John M.
 McClanahan, 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 con-
 tents of the conveyance, they executed the same voluntarily on
 the day the same bears date. Given under my hand this
 12th day of August, 1857. N. B. Mardis, Justice of the Peace.
 Filed for record Aug. 21, 1857, and recorded same day.
 J. M. McClanahan, Judge of Probate.