

O'Hara
 vs
 Harrison
 & Gregory
 & Gregory
 & Nabors

This Indenture made and entered into
 this 27th day of March A. D. 1858 between
 James O'Hara of the County of Shelby and
 State of Alabama of the first part and
 Harrison and Gregory and Gregory and
 Nabors of the second part and C. G. Sam-
 uel of the same place of the third part
 Whereas the said party of the first part
 is justly indebted to Harrison and Greg-
 ory in the sum of five hundred and
 seventy nine and 89/100 by note

writing dated January 11th 1868 due one
 day after date with interest from first
 January 1868 and whereas the said party
 of the first part is justly indebted to the
 said Gregory and Nabors in the sum of
 five hundred and seventy four and $\frac{29}{100}$
 dollars by note in writing dated December
 18th 1867 due one day after date and whereas
 the said party of the first part is anxious &
 desirous of securing the payment of the
 above described notes now therefore in
 consideration of the premises as well as
 for the further consideration of one dollar
 to me in hand paid by the said party of the
 third part at and before the sealing and
 delivery of these presents the receipt whereof
 is hereby acknowledged do hereby grant
 bargain sell and convey unto the said
 party of the third part the following perso-
 nal property to wit a negro woman by
 name Fanny about fifty years of age
 and a negro boy by name Jasper about
 twelve years of age to have and to hold
 unto the said party of the third part his heirs
 and assigns forever and the said party of
 the first part warrants said negroes to
 be sound and title good. The foregoing
 conveyance is to be upon the following
 trust that if the said party of the first
 part shall pay or cause to be paid the full
 amount of the principal and interest of
 the above described notes on or by the
 first day of January 1869 then the said
 party of the third part is hereby empowered
 to seize instantly said negroes aforesaid and
 sell the same for cash in the town of
 Monticello at public out cry upon giv-
 ing fifteen days previous notice by pos-
 ting written notices in two or more pub-
 lic places in Shelby County and
 when said property is sold to appro-
 priate the proceeds of said sale first
 to the payment of said notes and the
 costs and charges of this trust and
 the balance if any to the party of
 the first part. In witness whereof
 we have hereunto set our hands

and seals the day and date above written.

J. W. Hara Seal
Harrison & Gregory Seal
Gregory & Vobors Seal
By French & Vobors
C. G. Samuel Seal

The State of Alabama, I. A. & C. Vermolly
Shelby County. I am acting justice
of the Peace in and for the County and State
aforesaid hereby certify that James O'Hara
whose name is signed to the foregoing
conveyance and who is known to me be-
knowned before me on this day that being
informed of the contents of the foregoing con-
veyance he executed the same voluntarily
on the day the same bears date. Given
under my hand this 24 day of March
A. D. 1858 J. A. & C. Vermolly J. P.

The State of Alabama, I. L. W. Prentice
Shelby County. I am acting justice
of the Peace in and for the County and
State aforesaid hereby certify Leonard
C. Harrison and James Gregory of the
firm of Harrison and Gregory and
French & Vobors and C. G. Samuel whose
names are signed to the foregoing con-
veyance 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. Given under my hand
this 29th March 1858 I. L. W. Prentice J. P.
Filed for record 29 March 1858

J. H. McClanahan
Judge of Probate