This Indenture made and entered into this 13th day of September AD 1860 between Henry J. Sawyer of the County of Shelby & State of Alabama of the first part and Robert R Rushing trustee of the said County and State of the second part & Louisa E Hinkle wife of John Hinkle of Dallas County State of Alabama of the third part. witnesseth: that whereas the said Henry J Sawyer is justly indebted to the said Louisa E Hinkle in about the sum of Seventeen hundred & forty dollars the precise amount not now recollected said indebtedness is for money loaned by said Louisa E Hinkle to said Henry J. Sawyer and is evidenced by a promissory note made by said Henry J. Sawyer about the middle of February 1860 and payable either the 25th day of December or the 1st day of January next the accurate description of said note not now remembered said note was given when said money was borrowed and the said Henry J. Sawyer being anxious and desirous to secure the payment of said indebtedness to said Louisa E Hinkle, Now therefore in Consideration of the premises & for and in Consideration of the sum of five dollars to him in hand paid by the said party of the second part the receipt whereof is hereby acknowledged the said party of the first part has this day bargained and sold and by these presents doth grant bargain sell & Convey unto the said party of the second part the following described property viz - all my Crop of Corn and Cotton raised by said party of the first part in the year 1860 also all my Stock of Cattle & hogs of every discription three head of horses five mules being all the mules now in my possession except two gray mules which are not included and being all the horses now in my possession: To have and to hold to the said party of the second part and to his heirs and assigns forever in trust however upon the following Conditions, that if the said party of the first part shall pay off and discharge said indebtedness hereinbefore described to the said party of the third part by the 1st day of January next then this Conveyance to be void and of no effect and the title to said property to reinvest in the said Henry J. Sawyer as fully as though this Conveyance had not been made But should said Henry J Sawyer fail to pay off and discharge said indebtedness or any part thereof by said first day of January next. then the said party of the second part is hereby authorized and empowered to take the possession of said property and after giving twenty days notice of the time & place of sale by advertisement

Posted up at three public places of said County, proceed to sell said property at public outcry for cash, and with the proceeds of said sale after paying the Expenses of this Conveyance and the execution thereof pay off and satisfy said indebtedness to said party of the third part hereinbefore discribed and secured by this Conveyance — In testimony whereof we have hereunto set our hands & seals affixed our seals the day and year above written

H. J. Sawyer Seal
Robert R. Rushing Seal

The State of Alabama }
Shelby County } I Rufus Albright a Justice of the Peace in & for said County do hereby Certify that Henry J. Sawyer & Robert R Rushing 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 Contents of the Conveyance they executed the same voluntarily on the day the same bears date
Given under my hand this 13th day of September 1860
Filed for Record 19th Sept 1860. } Rufus Albright
Recorded 20 – same month } Justice of the Peace
J M M C Jr J C