Where as J. S. Robertson of the County of Shelby and State of Alabama is justly indebted unto C W O Hara of the Same place in the Sum of Eighty Eight & 61/100 Dollars by his promisory Note bearing Even date with these presents payable to the Said C W O Hara or his order as follows to wit; payable on the 25 day of December 1868 and Whereas the Said J S Robertson is desirous of Securing the payment of the Said debt with the understanding that he is at Liberty to pay the Whole or any part of the Said Note before the Same Shall become due and payable Now therefore I the Said J S Robertson in Consideration of the property and the Sum of One Dollar to me by J G Evans of Shelby County in the State aforesaid the Receipt Whereof is hereby acknowledged have granted bargained and Sold and by these presents do grant bargain and Sell and Convey unto the Said J G Evans and his assigns forever the property to wit; One Wagon and a Yoke of Oxen to have and to hold the Same to the Said J G Evans and his assigns forever, in trust however

that the said T G Evans if the said sum of
money or any part of it shall remain due
and unpaid at the expiration of the time above
mentioned shall make sale of the property
herein conveyed at publick vendue to the
highest bidder for cash at the front door of
the Court House in said County between the
hours of ten in the morning and five in
the evening having first given four weeks pub-
lic notice of the time place and terms of
said sale of said property by previous ad-
vertisement in some public newspaper printed
in said County and upon such sale shall
make execute and deliver to the purchaser
thereof a good and sufficient deed of Convey
ance of all the right title and interest hereby
conveyed to the said T G Evans and out of the
proceeds of said sale shall pay first the cost
and charge of this trust second the debt re-
maining due and to the said C W O'Hara
or his assigns but if the said J L Robertson shall
within the time above mentioned well and truly pay or cause to be
paid said debt cost and charge of his trust then
the said T G Evans shall reconvey the property afore
said to the said J L Robertson or his assigns
In witness whereof the said J L Robertson have
hereunto set my hand and seal 27 of February
1868 Signed sealed and
delivered in the presence of
W J Evans & J H Evans

J. L Robertson (Seal)

The State of Alabama } T G Evans Justice
Shelby County } of the Peace in and for
said County hereby certify that John L Robert
son whose name is signed to the forgoing
Conveyance and who is known to me ac
knowledged before me on this day that
being informed of the contents of the
Conveyance he executed the same volun-
tarily on the day the same bears date
Given under my hand this 28 day of July
1868

T G Evans J. P.

Filed March 27/68 Recorded April 21/68
Verify that it has 50 cents worth Revenue
stamps on it

W B Mardis
Judge Probate