Davis Thos. J.
To
E. Powell.
Page 19.

This indenture made this the ninth day of June, in the year of our Lord 1830 between Thomas H. Davis of the first part and James M Nabors the Trustee of the second part and Edward N. Powell of the third part whereas the said E. N. Powell is justly indebted unto the president and directors of the Bank of the State of Alabama by one promissory note, of hand in the sum of Eight hundred Dollars payable in ninety days from the day of the date of these presents, and whereas the said E. N. Powell has been indebted, to the said President and directors of the said Bank of the State of Alabama by the said Davis making use of the said Powells name as bound for the amounts of the note above mentioned as more fully appears from said note, which debt with the legal interest thereon the said Davis is willing and desires to secure and indemnify the said Edward N. Powell for the use of his name as principal in that amount to the president and directors of the said Bank.
Now this indenture witnesseth: that for and in consideration of the promise and also for the further sum of one dollar to Thos. J. Davis in hand paid by the said James M. Nabors &c. at and before the sealing and delivery of these he the said Thos. J. Davis, hath, given, granted bargained, sold, aliened, enfeoffed released and confirmed and by these presents do give, grant bargain, sell, enfeoff, release and confirm to the James M. Nabors &c. his heirs & assigns forever, all that lot or parcel of negroes owned by the Thomas J. Davis (viz;) Alfred Isaac & Mariah and her four children. Jerry Ben Bob. Phillis, Liberine Daphney and her children; David Irvin and Henry. together with all the rights, title interest and estate of said negroes of the said Thos. J. Davis above mentioned in and to the said granted and intended to be granted premises. to have and to hold the said hereby granted and undersigned negroes above mentioned with their appurtenances unto the said James M. Nabors his heirs & assigns forever to the only proper use and behoof of the said J. M. Nabors his heirs executors administrators and assigns and the said Thos. J. Davis for him

self, his heirs, executors, administrators doth hereby covenant, promise and agree to and with the said James M. Nabors, his heirs executors, administrators and assigns forever in manner and form following that is to say that the said Thos. J. Davis his heirs, executors and administrators the above said negroes and appurtenances, thereunto belonging unto the said James M. Nabors, his heirs executors administrators and assigns against all persons whatsoever, shall and will warrant and forever defend by these presents upon trust nevertheless that the said James M. Nabors, or his heirs executors or administrators shall permit the said Thomas J. Davis to remain in quiet and peaceable possession of the said negroes and to take the profits to his own use until the default be made in the payment of the sum of eight hundred Dollars and the interest thereon in the whole or in part, whereas further trust he or his heirs, executors, administrators or assigns shall and will so soon after the happening of such default of payment as he or either of his heirs, executors, administrators or assigns shall of him the said Thos. J. Davis think fit or proper or the said Edward H. Pace or his executors administrators or assigns shall request, sell the said recited negroes and appurtenances thereunto belonging or such part thereof that is hereby granted promise or part of property above mentioned as the trust or his representatives is hereby authorized to act, shall think sufficient for the purpose and think proper to sell to the highest bidder for ready money at public sale after having fixed the time & place of sale, at their own direction and given twenty days notice thereof in one or more of the newspapers printed in the State and also notified the same by advertisement and that to be put up at the court house door of Shelby County previous to the day of sale and out of the moneys arising from such sale after satisfying the clerks charge and all other expenses attending the premises pay to the said Edward H. Pace

or his executors, administrators or assigns the said sum of eight hundred dollars with the interest thereon and the balance if any shall pay to the said Thomas J. Davis, his heirs executors, administrators or assigns but if the whole of the said sum of eight hundred dollars shall be fully paid off and discharged to the said president and directors of the bank of Alabama, according to the rules and regulations of the said bank without putting off the said Edward N. Powell to any expense and trouble on the usual of payments, no/ that no default be made in the payment of the said sum of eight hundred dollars then this indenture to be void. or else to remain in full force and virtue. In witness whereof the said parties to these presents, set their hands & fix their seals the day and year first above written.

Signed, sealed & delivered in presence of us Dudley Randall. A. J. Miles.

Thos. J. Davis (Seal)
James M. Nabors. (Seal)
Edward N. Powell (Seal)