

Carey John
Ed. King
Date 104.

The State of Alabama. This Indenture made
Shelby County. The 4th day of November
eighteen hundred and thirty one between John
Carey the debtor and John Carey Junr. and
Sally Carey his reunitors of the first part and
Edmond King the trustee of the second part,
and Samuel H. Carey the creditor of the third
part, whereas the said John Carey senior
justly indebted to the said Samuel H. Carey in
the sum of four hundred and twenty nine $\frac{3}{100}$
dollars due by judgment of the Circuit Court
of Shelby County bearing date the third day
of May eighteen hundred and thirty one
as by the records of said Circuit Court more
fully appears which debt neither without the sum
the said John Carey senior is desirous and will
bring better to receive, now this indenture witnesseth,
that for and in consideration of the
sums and also for the further consideration
of one dollar to the said John Carey Senior the
debtor in hand paid by the said Edmond
King the trustee, at and before the realizing and
delivering of these presents the receipt whereof is
hereby acknowledged by the said John Carey
Senior and the said John Carey Junr. and the
said Sally Carey as collateral security to said judg-
ment, and the better to secure the same shall
give, grant, sold and delivered unto the said
Edmond King his heirs & assigns forever, the
following negro slave to wit; Hannah about
28 years old and am about nine years old
and the future increase of the female of the
said slaves, and all the realt right title
and interest of the said John Carey so and
the said John Carey Junr. and the said Sally
Carey, and every and each of them to have
and to hold the said hereby granted slaves
and the future increase of the female thereof
unto the said Edmond King his heirs
executors and administrators and executors
forever to the only proper use and behuf
of the said Edmond King his heirs & exec-

administrators and assigns forever. And the said John Barry senior for himself forever. And the said John Barry for himself and the said John Barry junior and the said Sally Barry secretary of the said John Barry senior for themselves, their heirs, exec. administrators and assigns doth hereby covenant and agree with the said Edmund King the party of the second part, his heirs executors and administrators that the said John Barry senior as principal and the said John Barry junior as agent of the said John Barry senior for themselves, their heirs, executors, administrators and assigns will warrant, and forever defend the title to the to the aforesaid slaves, and the future income of the females thereof unto the said Edmund King party of the second part as aforesaid and his heirs, executors, administrators and assigns from against the claims or claims of all and every person or persons whatsoever upon trust nevertheless that the said Edmund King his heirs executors, administrators and assigns shall permit the said John Barry senior to remain in quiet and peaceful possession of the said slaves and the future income of the females thereof and to use the same and take the profits thereof to his own use until the first day of May next, and then upon his full default that if default be made in the payment of the said sum of money either in whole or in part that then the said Edmund King or his heirs, executors, or administrators or assigns shall and will no after the first day of May next, and the happening of such default as aforesaid as he or his heirs executors, or administrators or assigns may drink proper or the said Samuel H. Barry shall request, see that said slaves or the future income of the females thereof or such part thereof as the said Edmund King or his executors aforesaid may drink proper for the purpose to the highest bidder for ready money at public auction in the town of Mount-
ville, after having fixed the time of sale at less than or than a dozen and giving fifteen days notice thereof by advertisement to be stuck up at three or more public places in the County of Sheboy-
agn aforesaid one of which to be at the court house door. And out of the monies arising from such sale, shall after satisfying the charges thereof and all other expenses attending the premises pay

to the said Samuel H. Lany his executors ad-
ministrators or assigns the said sum of money
above specified and intended to be received and
all lawful interest which may have accrued
accrued and the balance, if any, shall pay
to the said John Lany senior his heirs ex-
ecutors administrators or assigns. But if the
whole of the said sum of money above
specified with all lawful interest accrued
shall be fully paid off and discharged to the
said Samuel H. Lany his executors adminis-
trators or assigns on or before the first day of
May next, after the date of this indenture
so that no default be made of the payment
of the said sum of money and all lawful
interest thereon, then this indenture to be and
the same in full force and virtue.

In testimony whereof the said parties to these
presents have hereunto set their hands &
seals the day and date above written.

Jst. W. Mordey.

John Lany

Seal

Edmund King

Seal

John Lany

Seal

Felix Lany

Seal

Mark.

The State of Alabama.

Shelby County. } Personally appeared before
me Robert Nickle and Abram Smith Justices
of the Peace, Washington Mordey the witness
named Wilmer who after being sworn in
due form of law deposed and said that
he signed witness died as witness and that
the parties to these presents, in his presence con-
cerned and that they are good and sealed the
witness dead for the purpose their expense
W. Mordey.

Sworn to and subscribed before us this 5th day
of Nov. 1831. Just. A. Smith Justice of the Peace
Robert Nickle Justice of the Peace

Filed for record 14th November 1831 and removed
11th November 1831.

O. B. Davis clk.