John A. Bowles To Thos. M. Bowles 138

This Indenture made and concluded this the sixth day of April A.D. eighteen hundred and thirty nine between John A. Bowles of the County of Dallas of the first part Thomas M. Bowles of Montgomery Cty of the second part and the several persons mentioned and specified as creditors hereafter of the third part - Whereas the said John A. Bowles is at present unable to pay all his just debts and hath agreed to assign and convey all his estate real and personal mixed & assets, to the said Thomas M. Bowles in trust for the benefit of all his creditors in manner hereinafter mentioned - Now this Indenture witnesseth that the said party of the first part in consideration of the premises and of one Dollar paid him by the said party of the second part the receipt whereof is hereby acknowledged doth hereby grant bargain sell convey assign and set over unto the said Thomas M. Bowles his heirs and assigns - All the following specified lands that is to say the undivided one half of the following Tracts of land lying and being in the County of Shelby and State of Alabama viz: The South West quarter of the North East quarter of Section number Six of Township Twenty two Range one West containing forty 41/100 acres the North West quarter of the South West quarter of Section number seven Township Twenty two Range one West containing forty 79/100 acres

the West half of the north East quarter and the South East quarter of the North East quarter of Section eighteen Township Twenty Two Range one West containing one hundred and Twenty Three 10½/100 acres; the East half of the South East quarter of Section number seven Township Twenty Two Range one West containing eighty one 5/100 acres; West half of the north West quarter of Section eight Township Twenty Two Range one West containing seventy nine 97/100 acres, West half of the South West quarter of Section Eight Township Twenty Two Range one West containing seventy nine 97/100 acres, the West half of the South East quarter of Section Twelve Township Twenty two Range Two West containing eighty 31/100 acres; the North East quarter of Section Twelve Township Twenty Two Range Two West containing forty 15½/100 acres; the East half of the north West quarter and the West half of the north East quarter of Section Eight Township Twenty Two Range One West containing one hundred and fifty nine 94/100 acres the South East quarter of Section Thirty two Township twenty Range one West containing one hundred and sixty one 96/100 acres; the East half of the north East quarter of Section six Township Twenty Two Range one West containing eighty 82/100 acres; the West half of the South East quarter of Section number seven Township Twenty two Range one West containing eighty one 58/100 acres the South East quarter of the South East quarter of Section number Twelve Township Twenty Two Range Two West containing forty 15½/100 acres; the East half of the South West quarter of Section one Township Twenty Two Range Two West containing eighty 05/100 acres the West half of the north West quarter of Section Eighteen Township Twenty two Range Two West containing forty 13/100 acres; the South East quarter of the South West quarter of Section number Twelve Township Twenty two Range Two West containing forty 13/100 acres; the South East quarter of the north East quarter of Section number Twelve Township Twenty two Range Two West containing forty 15½/100 acres; the

South East quarter of Section Thirty one Township Twenty one Range one West containing one hundred and sixty one 10/100 acres; the West half of the South West quarter of Section Thirty two Township twenty two Range one West containing eighty 98/100 acres - The East half of the North East quarter of Section seven Township twenty two Range one West containing eighty one 59/100 acres; North East quarter of South West quarter of Section seven Township Twenty two of Range one West containing forty 79/100 acres; West half of the North East quarter & South half of the South West quarter of Section seven Township Twenty two Range one West containing one hundred and sixty three 18/100 acres South West quarter of the South East quarter Section six Township Twenty two Range one West containing forty 41/100 acres, the East half of the South East quarter of Section six Township Twenty two Range one West containing eighty 82/100 acres East half of the South West quarter and the South East quarter of the South East quarter of Section Twenty nine Township Twenty ~~two~~ one. Range one West containing one hundred nineteen 90/100 acres; East half of the North East quarter of Section Thirteen Township Twenty two Range two West containing Eighty 00/100 acres and the North East quarter and the East half of North West quarter of Section Thirty two Township Twenty one Range one West containing ~~two~~ Hundred and forty two 94/100 acres - And the said party of second part doth hereby grant & bargain & sell unto said party of the second part all and singular the NW 1/4 Section 7 Township 16 Range 12 also NE 1/4 of same Section Township & Range also the SE 1/4 of same Section Township & Range; also E 1/2 of fraction 18 same Township & Range - said last mentioned tracts of land being in Dallas County and under mortgage to David White and Gilbert Shearer - also SE 1/4 of Section 29 Township 17 Range 12 containing 160 acres also Lot No. 6 Section 28 Township 19 Range 12 containing eighty six acres also E 1/2 of NE 1/4

of Section 31 same Township & Range containing 80 acres also East half of Section 32 same Township & Range containing 320 acres also fraction 33 E & N Alabama River same Township & Range containing 539 acres - also E½ of Section 5 Township 16 Range 12 containing 316 acres also fraction 4 West Alabama river same Township and Range containing 302 acres also fraction 9 West Ala. river same Township & Range containing 82 acres also E½ of Fraction Eight West Ala river same Township & Range also all those lots of land in the Town of Selma part of Lot in said Town known as lot no. 96 in plan of said Town forty feet front on Broad Street by eighty feet on Ala Street also one half acre in said Town between Franklin & Green Street joining a lot owned by J. W. Walker on S. East & Ira Taylor on S. West one regular lot in said Town containing seven & 4/10 acres bounded by Sylvan Street & so called Swamp road on two sides & Lot 28 on other side, also all the stock of horses and cattle of every description say 100 head of cows & Bullocks 20 mules 18 horses & mares 200 head of Hogs 80 sheep 2 yoke of oxen - all the farming utensils such as ploughs, harrows waggons and carts one jack and one Barouch -
also all the goods wares and merchandise now on hand or in the store of him said party of the first part all claims debts and demands owing to or belonging to him the said John A. Bowles also all the negro slaves of him the names description and ages as follows viz:
Shade 34 yrs old Hezzy 40 Eliz Dick Twenty Harry 16 Frank 60 Anda 40 George 20 Katy 18 Jack 40 Abraham 17 Sarah 19 Sandy 14 Tom 33 Eliza 36 Nemus 2 Jane 47 Mary 30 Veney 16 Sevan 13 Lewis 11 Alfred 20 Maria 20 Nelson 2 Stephen 22 Gemima 19 Allen 2 Hampton 36 Lucinda 30 Becky 8 Carter 8 Aggy 2 Newberry 38 Diner 28 Elvy Bill Lears 15 Harrison 35 Charity 25 Mariah 11 John 6 Month patrick 35 Green 21 Dorcas 20 Scott 2 Jane 23 Rosetta 3 Paldo 23 Elias 26 Nancy 20 Elick B 23 Amer 26 Daniel 23 Cinthy 26 Crawford 2 Jack 31 John 25 Sarah B. 46 Lucy 45 Eli L 20 Mariah 20 Andrason 2 Jac 17 Jacob 13 Jack 30 Dan 35 Anderson

Susan 12 Ben 7 Isaac 2 Polly 6 months Edy 30
Gilbert 12 Louisa 10 Augustus 8 Martha 3 Elizabeth
4 months Bach 38 years Leach 28 years William
17 years Jim L 4 years Caroline 11 years Emeline
9 years Esther 7 years Robin 5 years Bath L 3 years
Mary 1 year Billy 60 years Mary 50 Charlotte
20 Dick B. 40 Isaac 50 Dally 42 Jerry 19 Willis
16 Andrew 14 Charles 9 Malinda 12 Moses 7 Betty
4 Anderson 1 month Amy 2 years Lucinda 40
years Eliza 13 Matilda 3 Moses 45 Nelly 22
Cherry 35 Mary 15 Dave 11 years Harriet 7 years
Silvey 10 years Silas 40 Judy 25 Isaac 7 Dicky
3 Leantha 1 years Malinda 26 Louisiana 10 Spen-
cer 7 Gary 28 Sam 25 Silvy 35 Emeline 10 Clay
4 Sheppard 25 Sisley 28 Isaac 38 Ransom 30 Nel-
son 8 7 Viney 30 Randall 12 Lucinda 16 Eman-
uel 8 Margarett 6 Henry 4 Hardy 2 Adeline
26 - To have and to hold said land negroes
goods wares and merchandise debts assigned
and others as aforesaid to the said party of
the second part his heirs assigns executors
and administrators upon special trust never-
theless that the said party of the second part
shall forthwith take possession and seize
of said lands negroes goods wares and
merchandise and with such convenient speed
as to him shall seem meet at public or
private sale for the best price that can
be procured shall convert all and singu-
lar the premises into money and as soon
as possible collect all and singular the
debts and sums owing as aforesaid and
after deducting all legal costs and charges
shall pay all and singular the creditors
in equal proportions as stated hereafter
first shall pay all the creditors mentioned
in Schedule (A) hereunto annexed Debt and
interest as preferred creditors; and severally
after paying the several persons & the
amounts mentioned in said Schedule A
shall pay and satisfy the said creditors
whose names are mentioned with the respect-
ive amounts in Schedule B hereunto annexed-
And the said John A. Cowles doth hereby
make and appoint the said Thomas
M. Cowles his true and lawful attorney for

him and in his name to do act and perform all things in the premises and to collect all said debts so assigned - with power to appoint one or more attorneys under him with power their authority again to revoke hereby ratifying and confirming what said Thomas M. Cowles may lawfully do in the premises and said Thomas M. Cowles doth covenant with whom it may concern that he will well and truly perform and execute the foregoing trust. In witness whereof said parties of the first and second part have hereunto set their hands & seals this the day and year first above written - Signed Sealed & delivered in presence of John H. Jones } John A. Cowles (Seal)
S. N. N. Scheyler } Thos M. Cowles (Seal)

(A) Schedule

M. Judson & Co by note endorsed Thos. M. Cowles due 15th June 1838 for $1120.64
Richard B. Harrison due (time not recorded) 2600.00
Administrators of Thomas N. Gardner by note 1 Jany 1838 2700.00
Above debts being of Schedule A as referred to in deed as preferred.

Schedule B. General Creditors -

Wm Rauxin & Co by note	due Decr. 23d		1837 for	$313.87
Sanford Cleveland	do -	Oct 8th	1837	$987.72
R & H Ogood & Co	do	Feby 1/4	1838	$758.61
do	do	March 1/4	do	$758.62
do	do	April 1/4	do	$758.61
Stout Ingolsby & Co		Feby 1/4	1838	$781.51
do	do	March 1/4	do	$781.51
Hobby Husted & Co		March 17/20	do	$1961.20
Rud and Little Decr	4/7	1837		508.81
Bailey Kuler & Remson		Jany 14	1838	1914.81
do		March 1st	1838	1741.41
do		April 1st	1838	1774.91
Rufus Clark	March 1	1838		1059.56
J W & R Lent		April 1st	1838	1785.35
George Treadwell		March 1st	1838	734.28
A. J. King		Feby 1st	1838	627.19
A. & H. Rud & Co		March 1st	1838	1662.90
same	Septr 30th		1837	805.00
Young Smith & Co	Oct 5		1837	272.81
Robinson Prats & Co	Sept. 30th		1837	670.34

Ed. Cook & Co Jany 1st 1837	482.07
A. & H. Reed & Co Sept. 30 1837	853.69
Hobby Hunted & Co May 1st 1838	866.67
same June 1st 1838	866.67
same July 1st 1838	866.67
Stout Ingolsby & Co May 10, 1838	842.31
Jacobus & Garthwaite June 15, 1838	407.77
Henry Gooch Feby 15 1838	1291.51
J. B. Goldsby Jany 1st 1839	3188.89
same Jany 1st 1839	251.11
James Hamilton May 20th 1838	833.78
Norris Crane & Keith June 1st 1838	1000.00
B. Osborn & Co. Sept. 1st 1837	1750.82
same same	759.02
Bright & Ledyard Feby 3d 1837	4387.41
Clonghton & Drummond	781.29
Charles Cobb	726.00
Vanarsale & Co Jany 1st 1838	771.74
Mrs Sarah Strum believed to be	2000.00
B. Osborn & Co	1453.97
D. Cooper & Brother Jany 1st 1839	259.00
Gayle & Bower Sept. 20 1837	161.77
Edmond King	500.00
Turner & Lewis Cotton Bagging on consignment	1500.00

above due by note except last of cotton Bagging

State of Alabama } Personally appeared be-
Mobile County } fore me S. N. N. Schuyler
a notary public in and for said County
being duly commissioned and sworn John
A. Cowles who acknowledged that he sign-
ed sealed and delivered the within instru-
ment of writing to the aforesaid Thomas
M. Cowles for the uses and purposes therein
mentioned and on the day and year therein
mentioned. Given under my hand
and seal this sixth day of April 1837.

(Seal)

S. N. N. Schuyler
Notary public

State of Alabama }
Mobile County } ss personally appeared be-
fore me S. N. N. Schuyler a notary public
in and for said County being duly ~~sworn~~ commissioned
and sworn Thomas M. Cowles who acknowledged
that he signed sealed and accepted the within
instrument of writing on the day and year therein mentioned
Given under my hand and seal of office this eighth day
of April A. D. 1839.

S. N. N. Schuyler Notary Public

The State of Alabama } I, James D. Craig Clerk of
Dallas County } the County Court of said
County hereby certify that I have this day
recorded the foregoing deed in my office
Book G. of Deeds page 374, 378 and that the
same was this day filed in office - Given
under my hand and seal of office at office
This 30th day of April 1839.

(Seal)

James D. Craig Clk.

Filed for record 28th May 1839 and recorded
same day -

C. B. Harris Clerk