J. L. Skillman
Deed Mort
David Meredith
+J. W. Cunningham

This Indenture made this 10th day of October Eighteen hundred and forty between James L. Skillman of the first part and David Meredith and Joseph Cunningham of the second part all of the County of Shelby, Alabama, Witnesseth that whereas the said party of the second part be conjointly the securities for the said James L. Skillman to the Branch of the Bank of Alabama by note for about the sum of about seven hundred Dollars discounted about the first of June 1840 and due about the 1st of June 1841 and whereas also the said James L. Skillman executed to the said Joseph Cunningham his note for the sum of Three hundred and thirty Dollars dated the 23rd July 1838 and due six months after date which note is to be discharged by the payment of a note of like tenor and date given by said Joseph Cunningham to said Skillman and by him sold and transferred to one Edmund King. Now the said James L. Skillman being willing and anxious to secure and indemnify the said David Meredith and Joseph Cunningham against all prejudice, injury or loss in consequence of becoming security to said note to said Bank & and the said Joseph Cunningham against all injury, prejudice or loss by the payment of said note to said Edmund King & in consideration of the premises and for the further consideration of one Dollar to him in hand paid by the said David Meredith and Joseph Cunningham has given granted, bargained and sold and by these presents doth give grant bargain and sell unto the said David Meredith and Joseph Cunningham their heirs & assigns the following described personal property to wit: Bob a negro boy slave about twenty years old John a negro boy slave aged about fourteen years and Nancy a negro girl slave aged about thirteen years also twenty five head of cattle seventy five head of hogs twenty head of sheep together with all my interest in the present growing crop belonging jointly to myself and my mother Lydia Canterbury - To have and to hold the said property hereby conveyed unto the said David Meredith and Joseph Cunningham their heirs executors, administators and assigns forever and to their own proper use and behoof and the said James L. Skillman for himself his heirs, executors, administrators and assigns

unto the said David Meredith and Joseph Cunningham will warrant and defend by these presents the title to the said above described and conveyed property against the claims of all persons whatsoever before unto nevertheless that the said James L. Skillman shall remain in full possession of said property and have the use thereof until default be made in the payment of the said debts or either of them - and also that in case no default be made in the payment of said debts or either of them then this indenture to be null and void else in full force and effect and it is further agreed by the parties to these presents that in case of default of payment of said debts or either of them either to the said Bank or to ~~his~~ the said Edmund King or his assigns, then it shall be lawful for the said David Meredith and the said Joseph Cunningham or either of them their heirs, executors administrators or assigns to seize the said property and sell the same or so much thereof as shall be necessary to the highest bidder for ready money at public auction giving twenty days notice by advertisement at Montevallo and two other public places in the County - giving notice of the time and place of sale and after paying said debts or so much as the said David Meredith and Joseph Cunningham may have to pay to said Bank as said securities or either of them or so much as the said Joseph Cunningham may be compelled to pay on said note made and transferred to said Edmund King and the balance after paying to as aforesaid and the expense of this deed and the property unsold if less than all shall be sufficient shall be returned or paid over to the said James L. Skillman, his heirs, executors administrators or assigns - In Testimony whereof we have hereunto set our hands affixed our seals this 10th day of October 1840. James L. Skillman (seal)

David Meredith (seal)

J. H. Cunningham (seal)

Test: B. F. Randall, John J. Meeks, T. L. Canterberry

The State of Alabama } Before me William Crawford
Shelby County. } a Justice of the Peace in and for said County personally appeared Thomas L. Canterberry and made oath in due form of Law that he saw the party to the above deed sign

the same in the presence of each other and that he and B. F. Randall and John J. Meeks sign the same as witnesses at the same time in the presence of the parties and in the presence of each other at the time mentioned in the deed which was on the 10th of October 1840.

Sworn to and subscribed be- } Thomas L. Canterbury.
fore me this the 18 day of October 1840 }
William Crowson, Justice of the Peace }

Filed for record 7th day of November 1840 & recorded the same day. Noel Mason Clk.