J Woodriff
to
J M Tabors
McLeroy Irwigin
& L Brasher
H Page 332

State of Alabama
Shelby County } This indenture made & entered into between James Woodriff of the first part & James M Tabors Green McLeroy Robert S Irwigin & Samuel Brasher of the other part all of the county & state aforesaid witness that the said party of the first part for & in consideration one dollar to him in hand paid as also for the consideration hereinafter expressed & contained hath assigned & transfered bargained & sold & doth hereby assign transfere bargained & sell unto the said parties of the second part all the right interest title & claim of the said party of the first part of in & to the following discribed property to wit certain negroes named Charlott aged 40 years & her two twin daughters Jualina & Avorna about 8 years old which said discribed property is assigned & transfered as aforesaid by the said party of the first part unto the said parties of the second part in trust for the following use & purposes to wit to secure from loss & damages cost & charges the parties whose names appear upon the notes & interest of waiting herein after discribed which were made & negotiate for the benefit & accommodation of said parties of the first part by a certain extension note to the amount of 1 thousand & 20 dollars bearing interest from date discribed at the Bank of the state of Ala & upon which judgement is now rendered in the county court of Tuscaloosa county in form of

said bank & against the said party of the first part & James M Wabars one of the parties of the second part as security also another certain promissory note drawn by James Woodriff James M Wabars & Samuel Brasher for one hundred & 90 93/100 dollars with interest from date dated Shelby county July 13 1839 & payable on or before the first day of Jan 1840 to the cashier of the branch of the bank of the state of Ala at Montgomery & negotiable & payable at said bank & in suit also a certain note drawn by the said James Woodriff James M Wabars & Robert S Irvingmio for one hundred & 14 16/100 dollars with interest from date dated Shelby county July 29 1839 payable to the cashier of the Branch of the bank of the state of Ala at Montgomery on or before the first day of Jan 1840 negotiable & payable at said bank & now in suit also a certain promissory note drawn by the said James Woodriff Joseph Woodriff & Green McLeroy for one hundred & 75 81/100 dollars dated Shelby county July 28 1840 & payable 9 month thereafter to the cashier of the branch of the bank of the state of Ala at Montgomery for value received negotiable & payable at said bank & now in suit & also one certain other promissory note drawn by James Woodriff Benjamin Wrost & Robert S Irviggmio for the sum of one hundred & 88 50/100 dollars with interest from date under the second sect of the act of June 1837 which said note bear date Shelby county Jan 29 1838 is payable to the cashier of the branch of the bank of the state of Ala at Montgomery on or before the 1st day of Jan 1840 & now in suit & the said parties of the second part are hereby empowered whenever a majority of them shall so determind to sell & dispose of any or all of their above discribed property & to apply the proceeds thence arising to the payment of the said promissory notes within mentioned equally & without preference & the over plus if there be to return to the said party of the of the first after paying all reasonable cost & charges which may accrue by means of the & proper education of this instrument provided always nevertheless that if the said James Woodriff his heirs executors or administrators shall & do well & truly pay or cause to be paid into the said bank the aforesaid promissory note according to the interest

& know thereof or by other lawful means shall serve keep harmless & indemnified the said parties of the second part their heirs executors & administrators from the payment of the said notes & all cost damages or charges as aforesaid then & from thence forth as will do this presents maintain as the said ~~Sedited~~ obligation shall cease determine & become absolutely null & void any thing herein contained to the contrary not withstanding ~~thang~~ otherwise to remain in full force & effect this the 3 day of Nov A D one thousand 8 hundred 41 in witness whereof I the said parties James Woodriff have hereunto set my hand & affixed my seal the day & year above written

James Woodriff (Seal)

Personally appeared before me Jacob Perry a J P in & for said county & state aforesaid James Woodriff who acknowledged the above to be his own free act & deed in witness whereof I the said Jacob Perry all the day & year above mentioned have hereunto set my hand & affixed my seal

Jacob Perry J P Seal

Filed for Record 11 Nov 1841 & Recorded 12 Nov

Noel Mason Clk