

This indenture made & entered into this 30th day of  
 November A D 1849 between Carter T Hall of the 1st part  
 and Napoleon B. Mardis of the second part and Samuel  
 Luper of the third part all of the County of Shelby & State  
 of Alabama withwitness that whereas the above named  
 Saml Luper has this day become the security of the  
 said Carter T Hall with J N Hall in a bond to Molly  
 Gummings for the use of Wyatt Bivill conditioned for the  
 successful prosecuting a suit in Chancery in which  
 the said Carter T Hall is Complainant and Molly  
 Gummings and James W Gummings and Wyatt  
 Bivill are defendants and to pay to the said Molly  
 Gummings for the use of Wyatt Bivill all such  
 cost as she may sustain by the successful obtain-  
 -ing an injunction in said Cause said bond bearing  
 even date with these presents and the said Carter T  
 Hall being desirous to secure the said Saml Luper  
 from all liability from said promises for and in  
 consideration of said promises and for the further  
 consideration of one dollar to him in hand by the  
 said Napoleon B Mardis the receipt whereof is here-  
 -by acknowledged hath said and hereby bargains



and convey to the said Napoleon B. Bellard's two sored mares  
 fifteen head of cattle and two lots of seed cotton one in  
 a house at said Hall's supposed to be three thousand pounds  
 the other in a house at said Hall's supposed to be two  
 thousand pounds to have and to hold in trust as follows  
 it is agreed by the parties that the Carter & Hall is to  
 retain the possession and use of the said horses and  
 cows until the said Chancery suit is determined and  
 it is further agreed that the said N. B. Bellard's and  
 he is hereby authorized and empowered to sell prior  
 to the said fifteen days said cotton and  
 to hold the proceeds of said sale in his hands to secu-  
 re the said indemnity until the decision of said  
 suit and if the said Carter & Hall shall prosecute  
 his said suit in Chancery to sweep and pay to  
 the said Molly Jennings for the use of Wyatt Bird  
 all costs and damages that she may sustain by the  
 wrongful obtaining said injunction as aforesaid  
 discharge the said Sam Luper from all liability  
 thereon then this induction to be null and void  
 aforesaid or in default thereof the said Napoleon  
 Bellard's is hereby authorized on such default to  
 pay over to the said Luper the said proceeds  
 of the sale of said cotton and to sell the other  
 property herein mentioned to the highest bidder for  
 cash after giving thirty days notice by advertise-  
 ment at three public places and out of such sale  
 pay to the said Luper all such costs damages  
 and expenses as he may be subjected to on ac-  
 count of said promises and the expenses hereof and  
 the balance if any pay over to the said Carter &  
 Hall given under our hands and seals this day  
 and date above written

Carter & Hall  
 N. B. Bellard's  
 Sam Luper

The State of Alabama

Shelby County } This day personally came  
 before me E. G. Lawley Clerk  
 of the County Court of said County Carter & Hall  
 Napoleon Bellard's and Sam Luper and  
 acknowledged that they and each of them signed  
 sealed and delivered the above deed on the day  
 it bears date for the purposes therein stated  
 this 30th day of November 1844 E. G. Lawley  
 Clerk

Filed for record the 30th day of November A.D. 1844  
 and recorded 1st December 1844 E. G. Lawley, Clerk

This deed of trust is satisfied in full and  
 fully released this 5th day of January 1850