

Joseph Noble } The State of Alabama. }
 to } Shelby County. }
 D. W. Prentice } This Indenture, made
 and entered into this 28th day of August
 in the year of our Lord One Thousand

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Eight hundred and Fifty, and of the Independence of the United States of America the 75th year, between Joseph Noble of said county and State of the one part, and Daniel W. Prentice of said county and State of the other part, witnesseth, that said Joseph Noble for and in consideration of the sum of one hundred and sixty-four $\$7/100$ dollars to him in hand paid at and before the enrolling and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, released, and by these presents does grant, bargain, sell, release, and confirm, unto the said Daniel W. Prentice, his heirs and assigns a certain negro girl slave, named Hester, aged about nine or ten years, of rather copper complexion — to have and to hold the said negro girl slave, before named, to him the said Daniel W. Prentice, his heirs and assigns forever — Provided, always, nevertheless, and it is the express understanding of the parties hereto, that if the said Joseph Noble, his heirs, executors, administrators and assigns the sum of one hundred and sixty-four $\$7/100$ dollars due by promissory note of even date with this mortgage, made by said Joseph Noble payable to said Daniel W. Prentice or bearer and due the first day of January next, bearing interest from date on the said first day of January next, with lawful interest from the date of said note, thereon, without any fraud or further delay, and without any deduction, defalcation, or abatement, to be made of any thing for and in respect to any taxes, charges, or assessments whatsoever, then, and from thenceforth, as well this Indenture as the estate hereby granted, sold and conveyed, shall cease, determine, and become absolutely null and void, to all intents and purposes, anything herein before contained to the contrary, in any wise notwithstanding. And in case of default

in the payment of said moneys, or any part thereof, by the time stipulated, the said Prentice is hereby authorized to seize and sell said slave in the town of Montevallo, in said county, to the highest bidder, for cash; first giving twenty days' notice of time and place of sale at three public places in said county; and out of the proceeds of said sale to satisfy and pay the aforesaid moneys, and the balance, if any, pay over to said Noble.

In testimony whereof, we hereto set our hands and seals the day and year first aforesaid.

Joseph Noble Seal
D. W. Prentice Seal

Signed, sealed, and
delivered in presence
of Noah T. Richardson,
Lafayette Morrow.

The State of Alabama, }
Shelby County, So. } Before me, J. M.
McClanahan, Judge of Probate for said }
county, came Noah T. Richardson, }
and made oath in due form }
of law, that he saw Joseph Noble and }
Daniel W. Prentice sign, seal, and }
deliver the within Deed of Trust on the }
day it bears date, for the purposes it }
contains; and that he and Lafayette }
Morrow attested the same as witnesses }
in the presence of the said Noble and }
Prentice and of each other. }
Sworn to and subscribed, Noah T. Richardson
5 Sept., 1850.

J. M. McClanahan,
Judge of Pro.

Filed for record 5th September, 1850. Re-
corded Sept. 6, 1850. J. M. McClanahan
Judge of Pro.