

D. Andrews
 &
 J. Nabors.

This Indenture made this twentieth day of May 1837 between David Andrews of the first part Finch Nabors of the second part and Daniel W. Pruitte of the third part Whereas the said Daniel W. Pruitte did on the 9th day of May 1837 or about that time sign as security for said Andrews a note of hand for twenty two hundred dollars payable eight months after date to Harrison & Robertson Partners in Mobile at the bank of Mobile and whereas the said D. Andrews is justly indebted to the firm of William L. and Daniel W. Pruitte in sum of eight hundred dollars by note of hand dated May 20th 1837 and due December 25th next which debts the said David Andrews is willing and desirous to secure and to save harmless the said Daniel W. Pruitte by reason of his said liability as security on said note to said Harrison and Robertson Now this Indenture Witnesseth that for and in consideration of the promises and also for the further consideration of one dollar to the said David Andrews in hand paid by the said Finch Nabors at and before the signing and delivery of these presents the receipt whereof is hereby acknowledged by the said David Andrews he doth give bargain sell alien assign release and convey and by these presents doth give grant bargain sell alien assign release

and Confer to the said French Nabors and to his heirs and assigns forever the following tracts or parcels of land lying and being in Shelby County Alabama viz The South West half of the South East quarter and the North East quarter of the South West quarter of section number of Township twenty two of Range three West containing one hundred and twenty acres more or less also one hundred acres more or less purchased of William S Proutie and being the plantation on which Davis Campbell lately resided also lot no 22 in the Town of Monticello containing one half acre being the place where the said Andross now lives also the following personal Property viz one slave named Perry a yellow boy about sixteen years old two bay mares about nine years old gray horses one bay horse and mule and coach of Oxen and plantations waggon and family Carriage fifty head of Cattle seventy five head of sheep set farming tools and saws one Card table and side board six fine chairs and wardrobe and bureau and basket filled with two half do five feather beds and furniture and medical and miscellaneous library and set surgical instruments and all Kitchen and household furniture also the growing crop of Cotton and Corn on the lands hereby conveyed and also two large looking glasses with all and singular the appurtenances to the said tracts or parcels of land belonging or in any wise appertaining and all the whole right title and interest of him the said David Andross in and to the said hereby granted premises

To have and to hold the said hereby granted premises and premises with the appurtenances with the said slave Perry and all the other personal property hereby conveyed unto the said French Nabors his heirs executors administrators and assigns forever to the only proper use and benefit of the said French Nabors his heirs and assigns forever and the said David Andross for himself his heirs & estate hereby Covenant and give to and with the said French Nabors his heirs &c in manner following viz That the said David Andross his heirs executors &c the aforesaid lands and premises with the said slave and all other personal property hereby

Conveyed unto the said French Nabors his heirs executors
 administrators and assigns against all persons whatsoever shall
 and will warrant and forever defend by these presents
 Upon trust nevertheless that the said French Nabors his
 heirs shall permit the said David I Andrews to
 remain in quiet possession of said lands and premises
 and of said slave and other personal property here-
 by conveyed until default is made in the payment
 of said debts either in the whole or in part to secure
 the payment of which the deed is made and upon
 this further trust that he the said French Nabors
 his heirs administrators shall and will so soon
 after the happening of such default of payment in whole
 or in part as he may think proper on the said
 Daniel M Pruties shall request sell the said lands
 and premises with the appurtenances together with
 said slave and other personal property hereby con-
 veyed or such part as said trustee hereby authorized
 to act shall think sufficient for the purpose and
 shall think proper to sell to the highest bidder for
 ready money at public auction after having first
 the time and place of sale and given thirty days
 notice by advertisement at Montaville and also at
 two other public places in the County and out of
 the moneys arising from said sale after satisfying
 the charges thereof and all other expenses attending
 the premises shall pay and fully discharge said
 debts and indemnify the said D M Pruties against
 said debt due as aforesaid to Harrison & Robertson and
 pay said debt due to M L and D M Pruties and
 all interest which shall have accrued thereon and
 the residue if any pay to the said David Andrews
 But if the whole of said debts be paid by said
 David Andrews so that no default be made in
 pay of the same either in whole or in part then
 this indenture to be void else to remain in full
 force In witness whereof the parties to these
 presents have hereunto set their hands and
 affixed their seals this day and year first above
 written

Signed sealed and delivered } French Nabors Seal
 in the presence of G. R. Allen } D. M. Pruties Seal
 Richard Wood }
 D. E. Matrons }

The State of Alabama } Before me the undersigned
 Shilling County } Judge of Probate for said
 County Came Daniel E Nabors Esq who made

oath in due form of Law that he saw the above named
 I Audmoo J. Roberts & J. M. Prantier sign seal & deliv-
 -er the above deed on the day it bears date & that
 he R. Wood & G. R. Allen attested the same as witnesses
 sworn to and subscribed before me } J. E. Matthews
 26 May 1837 J. M. McLanahan }

Judge of Probate
 Filed for Record the 26 May 1837 and recorded
 the 27th May 1837 J. M. McLanahan Judge of Probate